



CITY COUNCIL MEETING & PUBLIC HEARING AUGUST 21, 2023

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 7/24/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of July 24, 2023.
 - B. **City Council Meeting Minutes (Meeting of 8/7/2023)**
Consideration of approval of the City Council meeting minutes from the meeting of August 7, 2023.
 - C. **Alcoholic Beverage License Applications**
Consideration of approval of the following alcoholic beverage applications:
 1. **PH-23-AB-17 JK North Point Management, LLC d/b/a Hyatt Place Atlanta/Alpharetta/North Point Mall 7500 North Point Parkway Alpharetta, GA 30022**
Change in Business Ownership
Hotel
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: JK North Point Management, LLC
Registered Agent: Prem Patel
 2. **PH-23-AB-18 RINA Avalon, LLC d/b/a RINA Avalon, 3180 Avalon Boulevard, Alpharetta, GA 30009**
Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: RINA Avalon, LLC
Registered Agent: Michael Sard
 - D. **Financial Management Report (Month Ending June 30, 2023)**
Consideration of approval of the Financial Management Report for the month ending June 30, 2023.
5. **PUBLIC HEARING**
 - A. **CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes**
Consideration of a comprehensive land use plan amendment, rezoning, and variances to allow for the construction of 16 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks, reduce undisturbed buffers, and reduce lot width. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 1124, 2nd District, 2nd Section, Fulton County, Georgia.
 - B. **PH-23-16 City of Alpharetta Capital Improvement Element (CIE)**
Consideration of adoption of a resolution authorizing the transmittal of the Fiscal Year 2022 Capital Improvement Element and Annual Report.
 - C. **Text Amendments: Ethics Ordinance**
FIRST READING

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

D. Public Hearing on the Fiscal Year 2024 Millage Rate Levy

An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Millage Rate Levy.

6. NEW BUSINESS

A. Fiscal Year 2024 Millage Rate Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.

B. Fiscal Year 2024 Budget Amendment Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

C. Invitation to Bid 23-011: Sidewalk Repair and Replacement

Consideration of approval of the award of ITB 23-011 to Sol Construction LLC for Sidewalk Repair and Replacement in an amount not to exceed \$496,770.00 and authorize the Mayor to execute all necessary documents.

D. Purchase Approval: Microsoft Enterprise Agreement for Software Services with Dell Marketing LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$301,450.18 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

E. Memorandum of Understanding: Alpharetta-Old Milton County Historical Society

Consideration of approval of a memorandum of understanding between the City of Alpharetta and the Alpharetta - Old Milton Historical Society providing for the use of the Mansell House, associated grounds, and the Log Cabin; defining liabilities and responsibilities, and for other purposes.

7. PUBLIC COMMENT

8. REPORTS

9. EXECUTIVE SESSION (IF NECESSARY)

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 21, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 7/24/2023)

Consideration of approval of the City Council meeting minutes from the meeting of July 24, 2023.

STAFF RECOMMENDATION:

Approve the City Council meeting minutes from the meeting of July 24, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on July 24, 2023.

ALTERNATIVES:

Do not approve the meeting minutes.

ATTACHMENTS:

1. CC Minutes 7.24.2023



City Council Meeting & Public Hearing

JULY 24, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes
- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Ryan Thomas, Municipal Project Manager
- Adam Montgomery, Director of Information Technology
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Michael Woodman, Planning & Development Services Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. Proclamation: Muslim American Heritage Month

- Mayor Gilvin presented a proclamation to members of the local Voices of Muslims organization to recognize Muslim American Heritage Month.

5. PUBLIC HEARING

A. CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes

DEFERRED: This item has been deferred by staff to the August 21, 2023 City Council Meeting and Public Hearing.

Consideration of a comprehensive land use plan amendment, rezoning, and variances to allow for the construction of 16 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks and reduce undisturbed buffers. The property is located at 0 State Highway 9 and is legally described as being located in Land Lot 1124, 2nd District, 2nd Section, Fulton County, Georgia.

B. Z-23-07/V-23-12 Davis Drive Tract TPG

Consideration of a rezoning and variance to allow for the construction of 85 'For-Sale' townhomes on 8.6 acres in the North Point Overlay. A rezoning is requested from LI (Light Industrial) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to reduce minimum lot width, reduce undisturbed buffers, increase maximum front setback, allow required parking to be uncovered, amend block requirements, allow dead end streets, eliminate stub out streets, and allow encroachment into the Georgia 400 tree buffer. The property is located at 0 Davis Drive and is legally described as being located in Land Lots 638, 639 & 654, 1st District, 2nd Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, The Providence Group, is requesting a rezoning and variances to allow for the construction of 85 'For-Sale' townhome units on 8.59 acres. The proposed density is 9.9 dwelling units per acre. The applicant requests a rezoning from LI (Light Industrial) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). Variances are requested to reduce the minimum lot width, increase the maximum front setback, amend block requirements, reduce landscape strip, reduce undisturbed buffers, allow required parking to be uncovered, and allow encroachment and critical root zone impacts in the Georgia 400 Tree Protection Zone. The subject property is located at 0 Davis Drive on the south side of Davis Drive.
- This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission

recommended approval subject to staff's recommended conditions and accepting changes requested by the applicant (vote 7-0).

- Staff is recommending that Mayor and City Council approve Z-23-07/V-23-14 Davis Drive Tract/The Providence Group, subject to the following conditions:
 1. The 8.585-acre property shall be zoned R-10M and developed substantially as depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Maximum density of 9.9 dwelling units per acre.
 3. Architecture and materials shall be developed substantially similar to the submitted photographs, labeled Exhibit A – Design Photographs, subject to final approval by Staff.
 4. Permitted uses on the property shall be limited to 'For-Sale' townhomes only.
 5. No more than 50 townhome units shall have a 16' lot width.
 6. Minimum 20' setback and maximum 30' setback shall be provided along Davis Drive.
 7. Developer shall provide a minimum 20' planted buffer along the side property lines with the following exceptions: On the property line shared with Tax Parcel ID 12 249006070344 (Pappadeaux) the street shall be permitted to encroach as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. On the property line shared with Tax Parcel ID 12 249006390395 (Top Golf), the 20' planted buffer shall not be required in tree save areas as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. Final approval of the planted buffer by Staff.
 8. EcoDistrict measures shall be substantially similar to the description in the applicant's letter of intent, revised May 17, 2023. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
 9. Developer shall enhance project entrance with a decorative planted median, as well as decorative hardscape, landscape, and North Point EcoDistrict monument. Cultural Arts Commission shall approve the EcoDistrict monument and Staff shall approve the hardscape and landscape. Hardscape, landscape and monument shall be maintained by the HOA.
 10. Minimum 1.55 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by Travis Pruitt & Associates, dated 7/12/23. Amenity space shall be improved with landscape, hardscape, seating, and

gathering areas, as approved by Staff. HOA shall be responsible for maintenance of all open space areas.

11. Stormwater management facilities shall be improved with a natural appearance (underground with open space above or above-ground with natural earthen bank), as approved by Staff. Developer shall accommodate existing stormwater pond capacity into the design of the proposed development. Smart stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
12. Privacy fences and unfinished wood decks shall not be visible from the public right-of-way.
13. Townhomes shall have connectivity to the public sidewalk system.
14. Project entrance and new street (not including alleys) shall be improved as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, as approved by Staff. New street parallel to Davis Drive shall require a planter, sidewalk and landscape strip on the south side of the street only as generally depicted on the site plan by Travis Pruitt & Associates, dated 7/12/23. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
15. Developer shall provide a minimum 6' trail through the civic space on the north end of the site. At a minimum, trail shall provide a connection between the sidewalk on Davis Drive and the cemetery and shall include lighting and benches, as approved by Staff.
16. Developer shall save trees in the tree save area depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23.
17. In lieu of saving trees #292 and #293, developer shall plant 4 signature trees of 10-12" caliper as situated by a landscape architect for maximum community benefit and approved by Staff.
18. CRZ impacts to trees to remain in the Georgia 400 Tree Protection Zone shall be limited to no more than 20%, as approved by Staff. Only the pines with impacts to their structural root plate (SRP) from approved construction shall be removed, as approved by Staff. Developer shall replace trees removed in the Georgia 400 Tree Protection Zone with evergreen trees planted in the Tree Protection Zone, with final approval by Staff.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
20. The applicant shall work with the Alpharetta Historical Society to determine the McGinnis cemetery improvements that may include new ornamental fencing, landscape, repair of headstones, and signage. Sufficient landscape screening shall be provided between the new site and the cemetery with final approval by Staff.

- The undeveloped property has a long, rectangular shape and includes the McGinnis Family Cemetery on the north end of the property. A portion of the property was previously cleared and graded for a stormwater pond in conjunction with the Davis Drive roadway extension. Surrounding properties are zoned L-I to the west, north and east. Georgia 400 is located to the south, Pappadeaux Seafood Kitchen is located to the west, The Cooler and CubeSmart Self Storage are located to the north, and TopGolf is located to the northeast. The comprehensive land use plan designation of the property is 'Mixed Use', which allows the proposed residential development.
- The property is located on the western edge of the North Point Overlay, which has a vision to become a walkable, mixed-use village with a focus on sustainability, greenspace and connectivity. As shown in the table below, approximately 518 'For-Sale' residential units have been approved in the Overlay.
- The applicant requests the following variances:

UDC Section	Applicant's Request	Staff Comments
Subsection 2.2.10(D) R-10M District Regulations	Reduce the minimum lot width of individual townhome units from 20' to 16'	50 townhome units are 16' wide and the remaining 35 units are 20' wide
Subsection 2.5.4 Locational criteria for parking	Allow required parking to be uncovered	16' wide townhome units have 1 parking space in garage and 1 in the driveway.
Subsection 2.10.3 North Point Overlay – Site Regulations	Increase maximum setback along Davis Drive from 10' to 30' and modify new internal street streetscape to allow 5' sidewalk	Increased building setback allows for larger landscape strip along Davis Drive.
Subsection 2.10.4 North Point Overlay – Blocks & Access	Eliminate the requirement for interconnected streets and blocks, allow dead-end streets, and eliminate stub-out streets	Property abuts Georgia 400, adjacent properties to the north and south already developed with commercial uses. Interconnected streets would not be appropriate.
Subsection 3.2.8 Tree Replanting, Buffer, and Landscape Standards	Reduce landscape strip along new internal street from 10' to 5' in some areas, reduce 50' undisturbed buffer on north and south property lines to 10' planted landscape strip, and allow encroachments and	Minimum 20' planted buffer is recommended along the side property lines. CRZ impacts to trees in the Georgia 400 Tree Protection Zone should be limited to no more than 20%. Only the Pines shown on the site plan with impacts

	impacts to critical root zones (CRZ) of trees in the Georgia 400 Tree Protection Zone.	to their structural root plate (SRP) shall be removed.
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- The submitted site plan depicts an 85-unit 'For-Sale' townhome development with access from Davis Drive. Townhomes are oriented to Davis Drive, as well as internally oriented to open space within the development. Townhomes are rear entry, including 50 – sixteen-foot (16') wide townhome units and 35 – twenty-foot (20') wide townhome units. New internal street and alleys are private. Building setbacks and landscape strips/buffers are outlined below.
 - Davis Drive – Minimum 20' and maximum 30' building setbacks and 20' landscape strip
 - Sides – 25' building setback and 10' landscape strip
 - Rear – 50' building setback and 60' Georgia 400 tree buffer
 - Minimum 20' separation between buildings
- Davis Drive extension was recently completed and includes a small planter and eight-foot (8') sidewalk along the frontage of the subject property. A five-foot (5') sidewalk and six-foot (6') planter are depicted along the new internal street and entrance. Alleys are depicted to be 21' wide.
- According to the applicant, townhomes will be a mix of two (2) and three (3) bedrooms. Assuming all townhomes are three (3) bedrooms, a total of 255 parking spaces would be required. The sixteen-foot (16') wide townhomes will accommodate one (1) parking space in the garage and one (1) space on the code-compliant driveway and the twenty-foot (20') wide townhomes will accommodate two (2) side-by-side parking spaces in a garage and two (2) spaces on the code-compliant driveway. 27 guest parking spaces are provided throughout the development.
- The site plan depicts 1.55 acres, or eighteen percent (18%) open space. Civic space is depicted on the north side of the property and includes a cemetery and proposed runoff reduction and detention area. A 0.45-acre amenity space is depicted on the south end of the property and includes a proposed runoff reduction and detention area. Additional amenity space is depicted throughout the development, including patios and porches, yards and lawns, and hardscape areas improved for pedestrian enjoyment. A twenty-foot (20') easement for a future Alpha Loop alignment through the Georgia 400 buffer was secured from the previous property owner.
- The applicant provided a tree report indicating the presence of three (3) specimen trees on the property, all of which are Tulip Poplars and none are proposed to be saved. A tree save area is depicted at the northeast corner of the property near the

cemetery, which includes several trees of quality including Black Cherries, Oak, Persimmon and Tulip Poplar.

- Several Pines at the edge of the Georgia 400 Tree Protection Zone are depicted with structural root plate (SRP) impacts from proposed retaining walls, which will result in the removal of those trees. If approved, it is recommended that specimen trees #292 and #293 be saved and that Pines removed in the Georgia 400 Tree Protection Zone are replaced with evergreen trees.
- Photographs were provided by the applicant depicting two (2) story over basement and 3-story on slab townhomes with a brick base and combination of brick and vertical siding on the upper floors. The two (2) story product has a walkup to a covered entry and the three (3) story product has a recessed front entry. The proposed townhomes have a contemporary style which is appropriate in the North Point Overlay.
- According to the applicant's letter of intent, the development proposes seven (7) EcoDistrict points. EcoDistrict points are requested for the following measures: Building Energy Efficiency, Building Water Efficiency, Enhanced Bicycle Amenities and Alternative Transportation.
- The applicant provided a trip generation memorandum, which states that the proposed townhomes would generate 37 AM Peak Hour trips and 44 PM Peak Hour trips.
- Fulton County calculated that between 2 and 42 children who may live on the property and cause and impact to schools (by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate). Numbers provided by Fulton County Schools show that Northwestern Middle School and Milton High School are nearing maximum capacity.
- The Citizen Participation Plan report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on June 14, 2023. There was one (1) public comment in support of the applicant's request.
- Staff has reviewed the applicant's proposal against the review criteria for a rezoning and variance. The property is located in the North Point Overlay where walkability, mix of uses, site design and EcoDistrict measures are key components to a successful development. The proposal to allow a 'For-Sale' residential use would add to the mix of uses in the North Point area, bringing people closer to where they work and shop. In addition, the change of use would have less impact on public safety. The variance requests can be generally supported given the unusual shape of the property, two (2) road frontages, and presence of an on-site cemetery. If approved, conditions are recommended requiring specimen tree saves, evergreen plantings in

the Georgia 400 Tree Protection Zone, and 20' planted buffers along the side property lines.

- The attorney for the applicant (Smith Gambrell Russell) came forward to speak on behalf of the application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-23-07/V-23-14 Davis Drive Tract/The Providence Group, subject to the following conditions:
1. The 8.585-acre property shall be zoned R-10M and developed substantially as depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, except for modifications required to comply with these conditions. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
 2. Maximum density of 9.9 dwelling units per acre.
 3. Architecture and materials shall be developed substantially similar to the submitted photographs, labeled Exhibit A – Design Photographs, subject to final approval by Staff.
 4. Permitted uses on the property shall be limited to 'For-Sale' townhomes only.
 5. No more than 50 townhome units shall have a 16' lot width.
 6. Minimum 20' setback and maximum 30' setback shall be provided along Davis Drive.
 7. Developer shall provide a minimum 20' planted buffer along the side property lines with the following exceptions: On the property line shared with Tax Parcel ID 12 249006070344 (Pappadeaux) the street shall be permitted to encroach as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. On the property line shared with Tax Parcel ID 12 249006390395 (Top Golf), the 20' planted buffer shall not be required in tree save areas as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23. Final approval of the planted buffer by Staff.
 8. EcoDistrict measures shall be substantially similar to the description in the applicant's letter of intent, revised May 17, 2023. Developer shall provide detailed information at LDP and building permit regarding compliance with each requested EcoDistrict measure. EcoDistrict points to be confirmed by Staff.
 9. Developer shall enhance project entrance with a decorative planted median, as well as decorative hardscape, landscape, and North Point EcoDistrict monument. Cultural Arts Commission shall approve the EcoDistrict monument and Staff shall approve the hardscape and landscape. Hardscape, landscape and monument shall be maintained by the HOA.

10. Minimum 1.55 acres of open space shall be reserved and improved substantially as depicted on the plan prepared by Travis Pruitt & Associates, dated 7/12/23. Amenity space shall be improved with landscape, hardscape, seating, and gathering areas, as approved by Staff. HOA shall be responsible for maintenance of all open space areas.
11. Stormwater management facilities shall be improved with a natural appearance (underground with open space above or above-ground with natural earthen bank), as approved by Staff. Developer shall accommodate existing stormwater pond capacity into the design of the proposed development. Smart stormwater design techniques shall be employed to address run-off reduction, as approved by Staff.
12. Privacy fences and unfinished wood decks shall not be visible from the public right-of-way.
13. Townhomes shall have connectivity to the public sidewalk system.
14. Project entrance and new street (not including alleys) shall be improved as generally depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23, as approved by Staff. New street parallel to Davis Drive shall require a planter, sidewalk and landscape strip on the south side of the street only as generally depicted on the site plan by Travis Pruitt & Associates, dated 7/12/23. Decorative pedestrian lighting shall be required throughout the development. Internal streets shall be private and maintained by the HOA.
15. Developer shall provide a minimum 6' trail through the civic space on the north end of the site. At a minimum, trail shall provide a connection between the sidewalk on Davis Drive and the cemetery and shall include lighting and benches, as approved by Staff.
16. Developer shall save trees in the tree save area depicted on the site plan prepared by Travis Pruitt & Associates, dated 7/12/23.
17. In lieu of saving trees #292 and #293, developer shall plant 4 signature trees of 10-12" caliper as situated by a landscape architect for maximum community benefit and approved by Staff.
18. CRZ impacts to trees to remain in the Georgia 400 Tree Protection Zone shall be limited to no more than 20%, as approved by Staff. Only the pines with impacts to their structural root plate (SRP) from approved construction shall be removed, as approved by Staff. Developer shall replace trees removed in the Georgia 400 Tree Protection Zone with evergreen trees planted in the Tree Protection Zone, with final approval by Staff.
19. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
20. The applicant shall work with the Alpharetta Historical Society to determine the McGinnis cemetery improvements that shall include new ornamental iron fencing,

landscaping, signage, and may include repair of headstones. Sufficient landscape screening shall be provided between the new site and the cemetery with final approval by Staff.

- Council Member Mitchell seconded the motion.
- The motion was approved unanimously (7-0).

C. CU-23-03 Brandedmed Rx/4150 Old Milton Parkway

Consideration of a conditional use to allow a 'Drug Store (Pharmacy)' in a 1,900 square foot suite in an existing shopping center for Brandedmed Rx. The property is located at 4150 Old Milton Parkway, Suite 113 & 114, and is legally described as being located in Land Lot 90, 1st District, 1st Section, Fulton County, Georgia.

- Planning & Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Brandedmed RX, is requesting a conditional use to operate a 'Drug Store, Pharmacy' in a 1,900 square foot suite within The Shops at Old Milton center. Brandedmed RX is a retail pharmacy. The subject property is located at 4150 Old Milton Parkway, Suite 113 & 114 near the northeast corner of Old Milton Parkway and Park Woods Circle.
- This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions (vote 7-0).
- Staff is recommending that Mayor and City Council approve CU-23-03 Brandedmed RX/4150 Old Milton Parkway, subject to the following conditions:
 1. 'Drug Store, Pharmacy' shall be added as a conditional use at 4150 Old Milton Parkway, Suite 113 & 114 and limited to no more than 1,900 square feet.
 2. Conditional use approval shall be limited to Brandedmed RX; no additional 'Drug Store, Pharmacy' use or subleasing shall be permitted within the approved space.
 3. 'Drug Store, Pharmacy' shall be limited to a retail pharmacy, including in-store sales and deliveries. There shall be no urgent care or pain management clinic in the leased space. There shall be no tobacco products.
 4. Hours of operation shall be limited to Monday – Saturday 9:00 AM – 5:00 PM.
 5. Pharmacy delivery vehicles shall not be parked overnight in the parking lot facing Old Milton Parkway.
 6. Business shall be limited to no more than 1 wall sign with sign copy limited to either white or anodized bronze. Wall sign shall not have an internally lit face and any illumination shall be white.
 7. Window signage shall be limited to no more than 5% of the total window area.

- The property is zoned CUP (Community Unit Plan) and is subject to the Park Bridge Master Plan Pods B & C, which allows a 'Drug Store, Pharmacy' with the approval of a conditional use. Surrounding properties are zoned CUP, except the property across Old Milton Parkway to the south is zoned O-P (Office-Professional). Delbar Middle Eastern Restaurant and Bar and Kalos Financial are located to the west, office condominiums to the north, Manhattan NY Deli & Bagels and Alara Park Bridge Apartments to the east and The Swan Building to the south.
- The Shops at Old Milton is approximately 5.1 acres and was developed in 2007 as a 2-story, approximately 50,000 square foot shopping center. Businesses occupying the center include Jerusalem Bakery, Spices Hut, FedEx Office Print & Ship Center, Reserve 116 Event Venue, and Epic Fencing Club, to name a few. Two (2) restaurants currently operate at the center, as well as several retail service businesses, including a beauty shop, barber shop, tutoring services, copy/shipping center, retail sales and indoor recreation. The development has 242 parking spaces, which is sufficient to serve the existing and proposed uses.
- Brandedmed RX is a small business, retail pharmacy that will provide delivery service through a third-party vendor, such as EZ Scripts. According to the applicant, he is a business partner in this endeavor and his partner is a pharmacist with over 15 years' experience. According to the applicant, deliveries will represent approximately five percent (5%) to ten percent (10%) of the business. The business is proposed in Suite 113 & 114, which is located on the west side of the center on the 1st floor. Hours of operation will be Monday – Saturday 9:00 AM – 5:00 PM. The applicant anticipates approximately two (2) employees for the 'Drug Store, Pharmacy'.
- Staff estimates that the 1,900 square foot pharmacy would generate approximately fifteen (15) AM Peak Hour trips and sixteen (16) PM Peak Hour trips.
- The Citizen Participation Plan report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- The Community Zoning Information Meeting was held on June 14, 2023. There was one (1) public comment in support of the applicant's request.
- The applicant, Javier Vaca Luna, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve Z-23-07/V-23-14 Davis Drive Tract/The Providence Group, subject to the following conditions:
 1. 'Drug Store, Pharmacy' shall be added as a conditional use at 4150 Old Milton Parkway, Suite 113 & 114 and limited to no more than 1,900 square feet.

2. Conditional use approval shall be limited to Brandedmed RX; no additional 'Drug Store, Pharmacy' use or subleasing shall be permitted within the approved space.
 3. 'Drug Store, Pharmacy' shall be limited to a retail pharmacy, including in-store sales and deliveries. There shall be no urgent care or pain management clinic in the leased space. There shall be no tobacco products and/or any nicotine products.
 4. Hours of operation shall be limited to Monday – Saturday 9:00 AM – 5:00 PM.
 5. Pharmacy delivery vehicles shall not be parked overnight in the parking lot facing Old Milton Parkway.
 6. Business shall be limited to no more than 1 wall sign with sign copy limited to either white or anodized bronze. Wall sign shall not have an internally lit face and any illumination shall be white.
 7. Window signage shall be limited to no more than 5% of the total window area.
- Council Member DeRito seconded the motion.
 - Mayor Pro Tem Merkel offered an amendment to his original motion to change Condition #3 to read: "'Drug Store, Pharmacy' shall be limited to a retail pharmacy, including in-store sales and deliveries. There shall be no urgent care or pain management clinic in the leased space. There shall be no tobacco products and/or any nicotine products, with the exception of products designed to help individuals stop smoking."
 - Council Member DeRito accepted the friendly amendment.
 - The motion was approved unanimously (6-1; with Council Member Will in opposition).
 - During the motion, City Attorney, Molly Esswein, commented that nicotine products could include products that help individuals stop smoking and are traditionally sold at pharmacies.

6. NEW BUSINESS

A. Contract Award: City Website Development (RFP 23-107)

DEFERRED: This item has been deferred by staff to the August 21, 2023 City Council Meeting and Public Hearing.

Consideration to award a contract to CivicPlus for the design, development, hosting, and maintenance of a new City of Alpharetta website and to authorize the Mayor to execute all necessary documents.

B. Request for Proposal 23-115: Cumberland Landscape Group, LLC

Consideration of approval of the award of RFP 23-115 to Cumberland Landscape Group, LLC and to authorize the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- The award of this RFP will be for the emptying and cleaning of the downtown trash receptacles and requested a price for pick up seven days a week, cleaning the receptacles quarterly and for trash bags to be supplied by the vendor.
- The Department prepared a scope of work and advertised for proposals in February, 2023. The intent was to recommend an award of a multi-year contract. The City received two proposals.
- Cumberland Landscaping was the lowest cost responsive and qualified bidder and we are seeking to award this contract to them for the services listed.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the award of RFP 23-115 to Cumberland Landscape Group, LLC, in an amount not to exceed \$83,122.00, and to authorize the Mayor to execute all necessary documents.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-1; with Council Member Mitchell in opposition).

C. Purchase Approval: Two Pickup Trucks from Allan Vigil Ford

Consideration of approval of the purchase of two (2) 2024 Ford F-150's from Allan Vigil Ford (under the State of Georgia Government Sales SWC #99999-SPD-ES40199373-002) in the amount of \$100,792.00 and authorize the Mayor to execute all necessary documents.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends the replacement of two vehicles that have reached replacement criteria due to age and mileage. Staff proposes the purchase of two (2) Ford F-150's as replacement vehicles. These two vehicles will replace a 2009 F-250 and a 2008 F-150.
- Delivery would be about a year from now for these vehicles.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to defer this item to August 7, 2023.
 - Council Member Will seconded the motion.

- The motion was approved unanimously (7-0).

7. PUBLIC COMMENT

- There were no public comments.

8. REPORTS

- Council Member Binder shared that the Public Works team did a tremendous job last weekend with cleaning up after the storm.
- Mayor Gilvin shared that we lost a valued Public Safety employee last week, Brad Rocks, and his celebration of life will be on July 31st.

9. EXECUTIVE SESSION (IF NEEDED)

- ❖ Council Member Will offered a motion to recess to executive session.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (7-0).
- ❖ Council Member Will offered a motion to reconvene the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

10. ADJOURNMENT

- ❖ Council Member Mitchell offered a motion to adjourn the meeting.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (7-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 9:10 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: August 21, 2023

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 8/7/2023)

Consideration of approval of the City Council meeting minutes from the meeting of August 7, 2023.

STAFF RECOMMENDATION:

Approve the City Council meeting minutes from the meeting of August 7, 2023.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on August 7, 2023.

ALTERNATIVES:

Do not approve the minutes.

ATTACHMENTS:

1. CC Minutes 8.7.2023



City Council Meeting & Public Hearing

AUGUST 7, 2023

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. This is not an official record of the Alpharetta City Council Meeting proceedings. Meetings are recorded and available for review at <https://www.youtube.com/user/alpharettagov>.

1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- Brian Will
- Douglas J. DeRito
- John Hipes

• Council Members Absent

- Jason Binder

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney with Jarrard & Davis
- James Drinkard, Assistant City Administrator
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- John Robison, Director of Public Safety
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance

3. PLEDGE TO THE FLAG

4. **BOARDS & COMMISSIONS**

A. **Planning Commission: Appointment by Mayor Pro Tem Merkel**

- Mayor Pro Tem Merkel appointed Katharine (Katie) Rocco to the Planning Commission.

B. **Design Review Board: Appointment by Council Member Hipes**

- Council Member Hipes appointed Erik Rowen to the Design Review Board.

C. **Swearing-in of Board & Commission Members**

- Mayor Gilvin swore in Katie Rocco and Erik Rowen to their respective Board and Commission.

5. **PRESENTATIONS & PROCLAMATIONS**

A. **Proclamation: 811 Day**

- Mayor Gilvin presented a proclamation to members of the city's Public Works department to recognize 811 Day and the importance of contacting 811 before digging.

6. **CONSENT AGENDA**

A. **City Council Work Session Minutes of July 17, 2023**

Consideration of approval of the City Council Work Session minutes from the meeting of July 17, 2023 at 5:30 p.m.

B. **City Council Meeting Minutes (Meeting of July 17, 2023 at 6:30 p.m.)**

Consideration of approval of the City Council meeting minutes from the meeting of July 17, 2023 at 6:30 pm.

C. **Alcoholic Beverage License Applications**

Consideration of approval of the following alcoholic beverage license applications:

1. **PH-23-AB-14 SJ Market Holdings, LLC d/b/a Jack's Feed Store 241 South Main Street, Alpharetta, GA 30009**

Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: SJ Market Holdings, LLC
Registered Agent: David Filipowicz

2. **PH-23-AB-15 Ikigai Nikkei, LLC d/b/a Little Tokyo Sushi & Grill 5815 Windward Parkway #209, Alpharetta, GA 30005**

Eating Establishment
Consumption on Premises
Adding Distilled Spirits to an existing Beer, Wine & Sunday Sales license

Owner: Ikigai Nikkei, LLC
Registered Agent: Plietty Pastor

3. PH-23-AB-16 Ponko Alpharetta, LLC 220 South Main Street, Suite J, Alpharetta, GA 30005

Change in Ownership
Eating Establishment
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: Ponko Alpharetta, LLC
Registered Agent: Richard Herrmann

D. The Atley Developer Agreement

Consideration of approval of a private developer agreement for the "The Atley" subdivision between the City of Alpharetta and The Providence Group (GRBK Haynes, LLC).

- Council Member Will requested to remove both meeting minute items from the Consent Agenda.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve the Consent Agenda, without items A (Work Session Minutes of July 17, 2023) and B (City Council Meeting Minutes from the meeting of July 17, 2023 at 6:30 p.m.).
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve items A and B of the Consent Agenda (City Council Work Session Minutes of July 17, 2023 and City Council Meeting Minutes from the meeting of July 17, 2023 at 6:30 p.m.).
 - Council Member Mitchell seconded the motion.
 - The motion was approved (4-0-2; with Mayor Pro Tem Merkel and Council Member will in abstention).

7. NEW BUSINESS

A. Contract Award for Request for Proposal #23-110: Emergency Medical Services Equipment and Supplies

Consideration of approval of the award of RFP 23-110 to Bound Tree Medical, LLC and Henry Schein, Inc., in order to purchase emergency medical equipment and supplies, and authorize the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.
- The City provides medical coverage for all city events and Verizon Wireless Amphitheater. The City of Alpharetta provides approximately 7,000 emergency service responses per year.
- The Finance Department, working with the Public Safety Department, prepared and issued a Request for Proposals (RFP 23-110) and advertised proposals on March 23, 2023. As noted in the RFP, no guarantee is made for the number of items to be purchased by the City, and items may be added/eliminated during the course of the contract.
- Cost competitiveness represented 44% of the evaluation criteria weight. Pricing was requested for roughly 55 different items, with Boundtree Medical LLC and Henry Schein Inc. representing the overall lowest costs based on departmental purchase trends. Specifically, Boundtree Medical LLC was the lowest cost provider on 32 items and 2nd lowest on 11 items. Henry Schein Inc. was lowest cost provider on 9 items and 2nd lowest on 33 items. Together, these vendors will provide the department with the lowest acquisition costs coupled with the flexibility of multiple sourcing options.
- The Public Safety Department desires to enter into a 5-year contract with the two highest-ranking vendors, Bound Tree Medical, LLC and Henry Schein, Inc., to purchase emergency medical equipment and supplies. The Department feels that awarding the contract to two vendors will help alleviate medical supply shortages due to high demand in the past few years. This will ensure our employees always have the emergency medical supplies they need. Therefore, staff recommends the award of RFP 23-110 to both Bound Tree Medical, LLC and Henry Schein, Inc.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Will offered a motion to approve the award of RFP 23-110 to Bound Tree Medical, LLC and Henry Schein, Inc., in order to purchase emergency medical equipment and supplies, and authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

B. Purchase Approval: Mimecast Email, Web Security, and Cybersecurity Training with Verinext

Consideration of approval of a purchase order to Verinext, as the vendor to provide the annual Mimecast Subscription in the amount of \$52,222.22.

- Director of Information Technology, Adam Montgomery, came forward to present this item.

- The Mimecast subscription allows the City to secure emails into and out of our email system, provides our computers with web filtering and protection, and cybersecurity awareness training for our users.
- This renewal is funded in the fiscal year 2024 budget, and three quotes were obtained. The lowest quote was provided by Verinext and is recommended for approval. Below is the breakdown of the quotes obtained.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the purchase order to Verinext, as the vendor to provide the annual Mimecast Subscription in the amount of \$52,222.22.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- Council Member Will announced a congratulations to the following individuals who were promoted within the Fire Department: Michael Bechara was promoted to Fire Apparatus Engineer, Marshall Van Nus was promoted to Fire Apparatus Engineer, Alexander Gonzaga was promoted to Lieutenant, and Daniel Moore was promoted to Captain. Lastly, Lieutenant Doug French retired with 26 years of service with the City of Alpharetta.

10. EXECUTIVE SESSION (IF NEEDED)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member Hipes offered a motion to adjourn.
 - Council Member Will seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 6:52 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Administration
Submitted By: Lauren Shapiro
Meeting Date: August 21, 2023

AGENDA ITEM:

Alcoholic Beverage License Applications

Consideration of approval of the following alcoholic beverage applications:

**1. PH-23-AB-17 JK North Point Management, LLC d/b/a Hyatt Place Atlanta/Alpharetta/North Point Mall
7500 North Point Parkway Alpharetta, GA 30022**

Change in Business Ownership
Hotel

Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: JK North Point Management, LLC
Registered Agent: Prem Patel

2. PH-23-AB-18 RINA Avalon, LLC d/b/a RINA Avalon, 3180 Avalon Boulevard, Alpharetta, GA 30009

Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales
Owner: RINA Avalon, LLC
Registered Agent: Michael Sard

STAFF RECOMMENDATION:

Approve the following alcoholic beverage license applications, as part of the Consent Agenda:

1. PH-23-AB-17 JK North Point Management, LLC d/b/a Hyatt Place Atlanta/Alpharetta/North Point Mall, 7500 North Point Parkway, Alpharetta, GA 30022

2. PH-23-AB-18 RINA Avalon, LLC d/b/a RINA Avalon, 3180 Avalon Boulevard, Alpharetta, GA 30009

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Monday, August 7, 2023 and Monday, August 14, 2023. There were no public comments during the hearings. At the conclusion of the hearings, City Clerk, Lauren Shapiro, recommended approval and forwarded the above referenced applications to City Council for final approval.

ALTERNATIVES:

Do not approve the above-referenced alcoholic beverage licenses.

ATTACHMENTS:

1. Alcohol License Public Hearing Minutes 8-7-2023
2. Alcohol License Public Hearing Minutes 8-14-2023



ALCOHOL LICENSE PUBLIC HEARING AUGUST 7, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 835 0532 3053

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:04 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Officer
- Taqua Scoon, Reconciliation and Permitting Manager

IV. PUBLIC HEARING

A. PH-23-AB-17 JK North Point Management, LLC
d/b/a Hyatt Place Atlanta/Alpharetta/North Point Mall
7500 North Point Parkway
Alpharetta, GA 30022

Change in Business Ownership
Hotel
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: JK North Point Management, LLC
Registered Agent: Prem Patel

- Ms. Taqua Scoon, Reconciliation and Permitting manager for JK North Point Management, LLC residing at 2970 Clairmont Road, Suite 945 Atlanta, GA 30329 was on the call.
- Ms. Scoon stated the change in ownership for the hotel took place in late 2022.
- Ms. Scoon stated they still have the same General Manager although lower-level staff may have had some turnover.
- Ms. Scoon stated alcohol will be served from a small bistro on the first floor. It is a sit-down area and a limited restaurant.

- Ms. Scoon stated the General Manger is aware of the local alcohol ordinances.
- Ms. Shapiro reminded Ms. Scoon they will need to obtain a state license once the local license from Alpharetta is issued.
- Ms. Scoon is aware employees must maintain a city pouring permit to serve alcohol and that a list will be on site for any inspections.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, August 21, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:10 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



ALCOHOL LICENSE PUBLIC HEARING AUGUST 14, 2023

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us>

Zoom Meeting ID: 885 7567 7746

II. CALL TO ORDER

- City Clerk Lauren Shapiro called the meeting to order at 2:16 p.m.

III. ROLL CALL

- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Jacob O'Donnell, Code Enforcement Officer
- Mindy Thompson, Sard and Leff, LLC
- Tal Baum, CEO of RINA

IV. PUBLIC HEARING

A. PH-23-AB-18 RINA Avalon, LLC
d/b/a RINA Avalon
3180 Avalon Boulevard
Alpharetta, GA 30009

Restaurant
Consumption on Premises
Distilled Spirits, Beer, Wine & Sunday Sales

Owner: RINA Avalon, LLC
Registered Agent: Michael Sard

- Ms. Mindy Thompson, attorney with Sard and Leff, LLC at 3789 Roswell Road, Atlanta, GA 30342, was on the call representing the applicant. Also on the call was Ms. Tal Baum, principal of RINA and residing at 2738 Ashford Road NE, Atlanta, GA 30319.
- Ms. Thompson stated this restaurant is going into the former Goldbergs at Avalon.
- Ms. Thompson stated this group operates five other restaurants in the Atlanta area and this is the second RINA, the first location being at Ponce City Market in Atlanta.

- Ms. Baum stated they plan to open in Fall 2023, specifically in November.
- Ms. Baum stated this location will have approximately 45 employees, 20 of whom will be taking orders, preparing, or serving alcohol. Ms. Shapiro reminded her these employees will require a pouring permit obtained through the City of Alpharetta's Public Safety department.
- Ms. Baum stated alcohol compliance training for employees is part of their pre-opening training, which is the same training given at all of their other locations.
- Officer O'Donnell confirmed that City staff has reviewed the application and that it meets all the City's requirements for an alcohol license. Ms. Shapiro recommended the application be approved and advised the applicant that a representative will need to appear in person at the Alpharetta City Council meeting on Monday, August 21, 2023, at 6:30 pm in case Mayor or Council have any questions.

V. PUBLIC COMMENT

- There were no public comments.

VI. ADJOURNMENT

- City Clerk Lauren Shapiro adjourned the hearing at 2:22 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 21, 2023

AGENDA ITEM:

Financial Management Report (Month Ending June 30, 2023)

Consideration of approval of the Financial Management Report for the month ending June 30, 2023.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending June 30, 2023 (period 12 of Fiscal Year 2023).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

Do not approve the financial management report for the month ending June 30, 2023 as part of the consent agenda and remove this item from the consent agenda.

ATTACHMENTS:

1. FY 2023 Financial Management Report (12-June)

Financial Management Reports



**for the month ending
June 30, 2023
(period 12 of 12 – unaudited)**

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

<https://www.alpharetta.ga.us/government/departments/finance/transparency-portal>

Financial Management Reports

Fiscal Year 2023

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Accountability and Performance Dashboards (available online – link below):	
https://www.alpharetta.ga.us/government/departments/finance/services/trash-and-recycling	



CITY OF ALPHARETTA

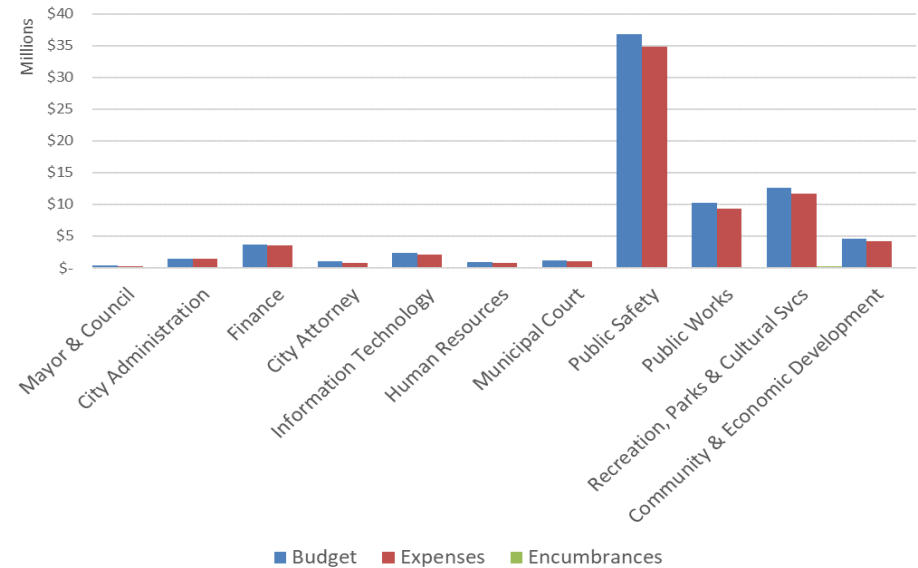
Financial Management Reports
Performance Dashboard
For the month ended June 30, 2023

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

	Performance Status	Forecasted Gain/Loss
Revenues		
Top-10		
Property Taxes (current year)	↑	\$1,250,000
Property Taxes (delinquent/MV Title Fees)	↑	\$797,727
Local Option Sales Tax	↑	\$2,314,927
Franchise Tax	↔	(\$327,335)
Alcohol Beverage Excise Tax	↑	\$365,000
Building Permit Fees	↑	\$485,606
Business and Occupational Tax	↑	\$127,907
Court/Traffic Fines	↑	\$948,171
Recreation/Special Event Fees	↓	(\$559,583)
Hotel/Motel Tax (City portion)	↑	\$703,125
Other Revenues	↑	\$651,628
Minimum Surplus Goal Needed to Fund Capital: <i>(\$15M Annual Capital Need less \$4M allocated in the budget)</i>		\$11M
Less: Projected Revenue Gain		(\$6.8M)
Less: Projected Expenditure Savings		(\$3.5M)
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$743K)

Departmental Budget Snapshot



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$682,249
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$101,357
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$452,552
Impact Fee Fund	↔	↔	\$137,271
Hotel/Motel Fund (1)	↑	↑	\$586,022
Debt Service Fund	↑	↑	\$778,397
Proprietary Funds			
Solid Waste Fund (2)	↔	↔	\$29,520
Risk Management Fund	↔	↔	\$1,112,193
Medical Insurance Fund	↔	↔	(\$40,603)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$37,664
Capital Grant Fund (3)	(\$9,179)
Capital Project Funds	
Capital Project Fund (3)	\$1,892,993
Stormwater Capital Fund	\$72,863
Series 2016 Bond Fund (Parks)	\$0
Series 2022 Bond Fund (Parks)	\$62,055
TSPLOST I Capital Fund	\$384,079
TSPLOST II Capital Fund	\$0
American Rescue Plan Act Capital Fund	\$0
Development Authority Fund	\$258,551

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$19.7M (25%)

Emergency 911 Fund

\$1.25M (25%)

Sanitation Fund

\$116K (2%)

rate adj. improving reserve

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).

(1) General Fund value represents Contingency balance. Hotel/Motel Fund value represents Debt Service Reserve (target is \$1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.

(2) Solid Waste Fund operational trends will remain neutral despite the recent rate adjustment as it will take multiple years to replenish the fund balance target.

(3) Does not include amounts, if any, currently set aside for matches on active grant applications.



2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: AUGUST 21, 2023

RE: FINANCIAL MANAGEMENT REPORTS AS OF JUNE 30, 2023

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending June 30, 2023.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2023 (FY 2023). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2023 revenues are budgeted at \$80 million (net of Carryforward Fund Balance totaling \$13 million). As of June 30, 2023, actual revenue collections total over 100% or \$84 million and forecasts through the year-end accrual process represent a net gain over budget of \$6.8 million with the material detail as follows:

• Property Taxes (current year):	\$ 1,250,000
• Property Taxes (prior-year/delinquent):	381,950
• Property Taxes (motor vehicle tax/title):	415,777
• LOST:	2,314,927
• Franchise Tax:	(327,335)
• Alcohol Beverage Excise Taxes:	365,000
• Building Permit Fees:	485,606
• Business and Occupational Taxes:	127,907
• Court/Traffic Fines:	948,171
• Recreation/Special Event Fees:	(559,583)
• Hotel Taxes:	703,125
• Other:	<u>651,628</u>
Estimated Gain:	\$ 6,757,174 (rounded)

Motor Vehicle Title Fee collections has trended 10% higher than FY 2022 (\$3.1 million). Collection estimates for FY 2023 total \$3.4 million (\$400,000 greater than budget).

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
JASON BINDER
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL
BRIAN WILL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

Local Option Sales Tax collections has trended 6% higher than FY 2022 (\$20.6 million). Collection estimates for FY 2023 total \$21.5 million which is \$2.3 million greater than budget.

Franchise Tax collections for electricity represent a 16% increase over FY 2022. Specifically, GA Power collections totaled \$4.5 million for FY 2023 (compared to \$3.8 million in 2022) and Suwanee totaled \$638,649 (compared to \$625,103 in 2022). Collections for natural gas (\$595,652) have exceeded the 2023 budget (\$550,000). Collections for cable have trended lower than FY 2022 and are not forecast to meet budget. Additionally, telephone (Bellsouth primarily) collections will not meet budget as the 2023 forecast was based off prior-year trend data that may have included non-recurring audit collections. Staff is communicating with Bellsouth to obtain clarity on the franchise fee remittances. Overall, the Franchise Tax collection estimates for FY 2023 total \$6.8 million which is \$327,335 less than budget.

Alcohol Beverage Excise Tax collections has trended 6% higher than FY 2022 (\$2.8 million). Collection estimates for FY 2023 total \$3 million (\$365,000 greater than budget).

Building Permit Fee collections has trended 18% higher than FY 2022 (\$2 million). Collection estimates for FY 2023 total \$2.3 million (\$485,606 greater than budget).

Collections for Municipal Court Fines has trended 15% higher than FY 2022. Current estimates for FY 2023 total \$2 million which is \$343,171 greater than budget. Collections for School Zone Speed Citations has trended -7% lower than FY 2022 and is estimated to generate \$1.3 million which is \$625,000 greater than budget.

Recreation/Special Event fee collections exceed budget estimates for multiple accounts including non-resident fees, art program fees, Alpharetta Community Center program fees, etc. That said, revenue estimates for multiple other sources trail budget estimates and these sources include athletics, Wills Park Recreation Center, and equestrian center.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of June 30, 2023, city departments (not including General Government¹) have encumbered and expensed 94%, or \$70.5 million, of their FY 2023 budget appropriations. Forecasts indicate a surplus of \$3.5 million compared to budget and is primarily composed of savings at the personnel services category (e.g., approximately 24 vacancies within General Fund departments as of July 2023).

Contingency: The General Fund contingency balance totals \$682,249.

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$106,895. Remaining appropriations are set aside for a non-allocated reserve (\$37,664).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations (net) total \$625,339.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$4.8 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.9 million).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$2.9 million. Remaining appropriations are set aside for a non-allocated reserve (\$72,863).

American Rescue Act Capital Fund (Fund 303): Unspent/unencumbered project appropriations total \$575,154.

Series 2016 Parks and Transportation Bond Fund (Fund 317): Remaining proceeds have been substantially spent and the Fund is in process to be closed-out in FY 2023.

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$24.1 million. Remaining appropriations are set aside for a non-allocated reserve (\$62,055).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$26.1 million. Remaining appropriations are set aside for a non-allocated reserve (\$384,079).

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding. Tier-1 projects are funded at 85% of forecasted revenue collections over the life of the 5-year tax. For comparison purposes, TSPLOST 1 collections have trended at over 90% of forecasted revenue collections. Unspent/unencumbered project appropriations total \$28.1 million.

Hotel/Motel Fund: FY 2023 revenues are budgeted at \$7.5 million (net of carryforward fund balance totaling \$1.1 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$3.3 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$592,687 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$2.8 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$586,022. This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and is being replenished as revenues within the Fund continue strengthening.

Hotel tax collections has experienced strong growth and estimates for FY 2023 total \$9.4 million which is \$1.9 million greater than budget.

Solid Waste Fund: FY 2023 revenues are budgeted at \$6.1 million. As of June 30, 2023, the city has collected \$6.6 million representing the 1st - 4th quarter billings, associated investment earnings, and the 1st quarter advanced billing for FY 2024. During the year-end close process, the 1st quarter advanced billing will be accrued to FY 2024. Budget for 2023 (revenue/expense) includes the annualized estimate of glass service which has been discontinued. As such, actuals will be under budget for both revenue and expenditures but sufficient to cover operational needs within the Solid Waste Fund.

Other Items

Council Member Stipend Activity Listing: The FY 2023 budget includes appropriations of \$7,200 for the Mayor and \$4,000 for each City Council Post and the available balances as of June 30, 2023 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 6,909	\$ 291
Post #1: Donald Mitchell	\$ 4,000	\$ 183	\$ 3,817
Post #2: Brian Will	\$ 4,000	\$ 242	\$ 3,758
Post #3: Doug DeRito	\$ 4,000	\$ 568	\$ 3,432
Post #4: John Hipes	\$ 4,000	\$ 2,748	\$ 1,252
Post #5: Jason Binder	\$ 4,000	\$ 271	\$ 3,729
Post #6: Dan Merkel	\$ 4,000	\$ 1,013	\$ 2,987

Development Authority² (Component Reporting Unit)

As of June 30, 2023, the Development Authority has \$258,551 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of June 30, 2023

	Current Fiscal Year					Prior Fiscal Year		
	2023 Budget	2023 YTD	% Collected	2023 Estimated	Variance	2022 Actual	2022 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 26,300,000	\$ 27,550,030	104.8%	\$ 27,550,000	\$ 1,250,000	\$ 26,738,657	\$ 26,738,657	100.0%
Delinquent	147,000	528,950	359.8%	528,950	381,950	167,407	112,993	67.5%
Motor Vehicle Tax	55,000	70,777	128.7%	70,777	15,777	79,585	72,772	91.4%
Motor Vehicle Title Fee	3,000,000	3,157,721	105.3%	3,400,000	400,000	3,142,797	2,861,031	91.0%
Local Option Sales Tax	19,185,073	19,762,420	103.0%	21,500,000	2,314,927	20,552,835	18,740,105	91.2%
Franchise Tax	7,100,000	6,578,682	92.7%	6,772,665	(327,335)	6,634,631	6,344,475	95.6%
Insurance Premium Tax	5,418,627	5,418,627	100.0%	5,418,627	0	4,759,402	4,759,402	100.0%
Alcohol Beverage Excise Tax	2,575,000	2,654,016	103.1%	2,940,000	365,000	2,764,435	2,493,880	90.2%
Building Permit Fees	1,850,000	2,335,606	126.2%	2,335,606	485,606	1,987,196	1,987,196	100.0%
Business and Occupational Tax	1,000,000	1,127,907	112.8%	1,127,907	127,907	1,063,180	1,051,720	98.9%
Court/Traffic Fines	2,370,000	3,191,286	134.7%	3,318,171	948,171	2,970,763	2,809,444	94.6%
Recreation/Special Event Fees	3,324,465	2,743,882	82.5%	2,764,882	(559,583)	2,566,047	2,558,547	99.7%
Hotel/Motel Tax (City portion)	2,812,500	3,172,807	112.8%	3,515,625	703,125	2,975,786	2,644,129	88.9%
subtotal	\$ 75,137,665	\$ 78,292,711	104.2%	\$ 81,243,210	\$ 6,105,545	\$ 76,402,722	\$ 73,174,351	95.8%
Other Revenues	5,026,689	5,877,780	116.9%	5,678,317	651,628	4,743,356	4,762,906	100.4%
Total Revenues	\$ 80,164,354	\$ 84,170,491	105.0%	\$ 86,921,528	\$ 6,757,174	\$ 81,146,078	\$ 77,937,257	96.0%
Carryforward Fund Balance	12,639,800							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of June 30, 2023

Expenditures by Department:

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Mayor & Council	\$ 399,287	\$ 1,187	\$ 324,426	\$ 73,673	81.5%	81.3%	\$ 350,347	\$ 348,603	99.5%
City Administration	1,478,133	2,036	1,412,282	63,816	95.7%	95.5%	1,440,308	1,403,693	97.5%
Finance	3,698,826	4,743	3,602,234	91,849	97.5%	97.4%	3,451,127	3,336,781	96.7%
City Attorney	1,100,300	15,000	726,980	358,321	67.4%	66.1%	1,062,905	1,046,290	98.4%
Information Technology	2,397,117	11,204	2,043,947	341,966	85.7%	85.3%	1,894,045	1,821,918	96.2%
Human Resources	855,513	5,401	750,250	99,862	88.3%	87.7%	606,075	585,638	96.6%
Municipal Court	1,148,200	1,312	1,105,050	41,837	96.4%	96.2%	1,080,027	1,048,070	97.0%
Public Safety	36,784,627	117,293	34,776,622	1,890,712	94.9%	94.5%	32,217,831	31,054,976	96.4%
Public Works	10,211,073	101,959	9,314,728	794,386	92.2%	91.2%	8,853,638	8,648,078	97.7%
Recreation, Parks & Cultural Svcs	12,642,458	200,677	11,718,596	723,185	94.3%	92.7%	10,281,112	9,913,514	96.4%
Community & Economic Development	4,631,115	7,318	4,246,978	376,819	91.9%	91.7%	4,081,289	3,946,229	96.7%
subtotal	\$ 75,346,649	\$ 468,130	\$ 70,022,094	\$ 4,856,425	93.6%	92.9%	\$ 65,318,703	\$ 63,153,790	96.7%
General Government:									
Insurance Premiums (Risk)	\$ 823,300	\$ -	\$ 823,300	\$ -	100.0%	100.0%	\$ 779,750	\$ 779,750	100.0%
Gwinnett Tech Bond P&I	288,640	-	288,640	-	100.0%	100.0%	289,640	289,640	100.0%
Transfer(s) to other Funds	15,639,800	-	15,639,800	-	100.0%	100.0%	7,486,799	7,486,799	100.0%
Contingency	705,765	3,600	19,916	682,249	3.3%	2.8%	60,167	60,167	100.0%
subtotal	\$ 17,457,505	\$ 3,600	\$ 16,771,656	\$ 682,249	96.1%	96.1%	\$ 8,616,356	\$ 8,616,356	100.0%
Total Expenditures	\$ 92,804,154	\$ 471,730	\$ 86,793,750	\$ 5,538,674	94.0%	93.5%	\$ 73,935,059	\$ 71,770,146	97.1%



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Category
 As of June 30, 2023

	Current Fiscal Year						Prior Fiscal Year		
	2023 Budget	2023 Encumbrances	2023 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2022 Exp. (Total)	2022 Exp. (YTD)	% Exp.
Expenditures by Category:									
Salaries & Benefits:									
(1) Regular Salaries	\$ 33,362,618	\$ -	\$ 31,085,708	\$ 2,276,910	93.2%	93.2%	\$ 28,833,638	\$ 27,159,820	94.2%
Overtime	2,192,413	-	2,932,555	(740,142)	133.8%	133.8%	2,452,865	2,280,257	93.0%
Group Insurance	10,080,112	-	8,307,651	1,772,461	82.4%	82.4%	8,085,777	8,066,640	99.8%
FICA and Social Security	2,707,687	-	2,484,099	223,588	91.7%	91.7%	2,277,379	2,138,112	93.9%
Defined Benefit Pension	2,869,712	-	2,869,712	-	100.0%	100.0%	2,818,660	2,818,660	100.0%
401(A) Retirement/Match	2,977,039	-	2,844,106	132,933	95.5%	95.5%	2,548,264	2,444,626	95.9%
(2) Other	1,580,526	-	1,552,936	27,590	98.3%	98.3%	1,402,233	1,401,175	99.9%
subtotal	\$ 55,770,107	\$ -	\$ 52,076,767	\$ 3,693,340	93.4%	93.4%	\$ 48,418,816	\$ 46,309,291	95.6%
Maintenance & Operations:									
Professional Services	\$ 3,163,990	\$ 93,977	\$ 2,784,971	\$ 285,042	91.0%	88.0%	\$ 2,848,177	\$ 2,831,195	99.4%
Legal Services	1,100,300	15,000	726,980	358,321	67.4%	66.1%	1,062,905	1,046,290	98.4%
Vehicle Fuel/Maintenance	1,104,280	8,229	1,329,868	(233,817)	121.2%	120.4%	1,237,660	1,224,831	99.0%
Maintenance Contracts	3,798,414	100,512	3,446,092	251,810	93.4%	90.7%	3,005,871	3,005,871	100.0%
IT Professional Services	2,547,372	124,810	2,231,035	191,527	92.5%	87.6%	1,962,573	1,962,502	100.0%
General Supplies	1,073,403	45,121	976,453	51,829	95.2%	91.0%	893,611	893,551	100.0%
Utilities	2,907,065	-	2,828,973	78,092	97.3%	97.3%	2,748,597	2,748,597	100.0%
Insurance Premiums (Risk)	823,300	-	823,300	-	100.0%	100.0%	779,750	779,750	100.0%
Other	3,206,085	80,481	2,949,991	175,613	94.5%	92.0%	2,462,929	2,454,097	99.6%
subtotal	\$ 19,724,209	\$ 468,130	\$ 18,097,664	\$ 1,158,416	94.1%	91.8%	\$ 17,002,074	\$ 16,946,685	99.7%
Capital:									
OSSI/Fire Truck Leases	\$ 659,858	\$ -	\$ 659,852	\$ 6	100.0%	100.0%	\$ 675,893	\$ 675,893	100.0%
Other	15,775	-	11,112	4,663	70.4%	70.4%	1,671	1,671	100.0%
subtotal	\$ 675,633	\$ -	\$ 670,964	\$ 4,669	99.3%	99.3%	\$ 677,563	\$ 677,563	100.0%
General Government:									
Gwinnett Tech Bond P&I	\$ 288,640	\$ -	\$ 288,640	\$ -	100.0%	100.0%	\$ 289,640	\$ 289,640	100.0%
Transfer(s) to other Funds	15,639,800	-	15,639,800	-	100.0%	100.0%	7,486,799	7,486,799	100.0%
Contingency	705,765	3,600	19,916	682,249	3.3%	2.8%	60,167	60,167	100.0%
subtotal	\$ 16,634,205	\$ 3,600	\$ 15,948,356	\$ 682,249	95.9%	95.9%	\$ 7,836,606	\$ 7,836,606	100.0%
Total Expenditures	\$ 92,804,154	\$ 471,730	\$ 86,793,750	\$ 5,538,674	94.0%	93.5%	\$ 73,935,059	\$ 71,770,146	97.1%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
 (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of June 30, 2023

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenues										
City Administration										
22013230-371000	C2100	MURAL ART PROJECT	15,915	15,915	\$ -	\$ -	\$ -	\$ -		\$ -
		subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety										
22031150-331110	C2018	2019 BULLETPROOF VEST (DOJ)	-	-	\$ -	\$ -	\$ -	1,406		\$ (1,406)
22031150-331110	C2059	2020 BULLETPROOF VEST (DOJ)	17,159	-	-	17,159	17,159	4,135		13,024
22031150-331110	C2115	2021 BULLETPROOF VEST (DOJ)	11,624	-	-	11,624	11,624	2,943		8,681
22031150-331110	C2243	2022 BULLETPROOF VEST (DOJ)	27,408	-	-	27,408	27,408	-		27,408
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	-	-	17,000	17,000	17,000		-
23031150-331110	C2311	2022 JUSTICE ASSISTANCE GRANT	10,135	-	-	10,135	10,135	-		10,135
		subtotal			\$ -	\$ 83,326	\$ 83,326	\$ 25,484		\$ 57,842
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	157,000	102,000	\$ -	\$ 55,000	\$ 55,000	\$ 55,000		\$ -
22061150-371000	C2212	PARKING PERMIT - FILM	4,000	4,000	-	-	-	-		-
22061150-336000	C2213	2021 CAMP HAPPY HEARTS	5,000	5,000	-	-	-	-		-
22061150-336000	C2215	FC ARTS & CULTURE	7,800	7,800	-	-	-	-		-
22061150-336001	C2234	ARTS CENTER (CERAMICS)	3,063	2,248	-	815	815	815		0
22061150-347509	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	2,397	-	-	-	-		-
22061150-336000	C2247	2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
22061150-336000	C2306	FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	15,000		-
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	2,937	-	-	2,937	2,937	2,987		(50)
		subtotal			\$ -	\$ 78,752	\$ 78,752	\$ 78,802		\$ (50)
General Government										
22090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	3,643		\$ (3,643)
22090200-362000		REALIZED GAIN/LOSS ON INVS			-	-	-	(296)		296
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(171)		171
22090200-395000		CARRYFORWARD FUND BALANCE			-	117,013	117,013	-		117,013
		subtotal			\$ -	\$ 117,013	\$ 117,013	\$ 3,176		\$ 113,837
		Total			\$ -	\$ 279,091	\$ 279,091	\$ 107,462		\$ 171,629



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)

As of June 30, 2023

			Project Snapshot: FY2013 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
		subtotal			\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
Public Safety										
22031150-542100	C2059	2020 BULLETPROOF VEST (DOJ)	30,694	4,646	\$ -	\$ 26,048	\$ 26,048	\$ -	\$ -	\$ 26,048
22031150-542100	C2115	2021 BULLETPROOF VEST (DOJ)	23,248	-	-	23,248	23,248	41,223	-	(17,975)
22031150-542100	C2243	2022 BULLETPROOF VEST (DOJ)			-	54,816	54,816	1,089	-	53,727
22031150-521200	C2310	ALPHA BUS. ASSOC K-9	17,000	-	-	17,000	17,000	708	-	16,292
223031150-531600	C2311	2022 JUSTICE ASSISTANCE GRANT			-	10,135	10,135	6,830	-	3,305
		subtotal			\$ -	\$ 131,247	\$ 131,247	\$ 49,850	\$ -	\$ 81,397
Recreation, Parks & Cultural Services										
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	105,000	50,000	\$ -	\$ 55,000	\$ 55,000	\$ 50,000	\$ -	\$ 5,000
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2213	2020 CAMP HAPPY HEARTS	5,000	2,671	-	2,329	2,329	2,329	-	-
22061150-531100	C2215	FC ARTS & CULTURE	7,800	6,056	-	1,744	1,744	1,744	-	-
22061150-531100	C2234	ARTS CENTER (CERAMICS)	3,064	1,604	-	1,460	1,460	1,166	-	294
22061150-531100	C2237	PARTNERED EVENTS	5,000	-	-	5,000	5,000	4,305	600	95
22061150-523300	C2239	NORTH PARK SOFTBALL TOURNEY	2,397	-	-	2,397	2,397	2,397	-	-
22061150-531100	C2247	2022 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	4,226	-	774
22061150-521200	C2306	FULTON COUNTY ARTS & CULTURE	15,000	-	-	15,000	15,000	10,500	4,500	-
22061150-521200	C2308	MUSIC MATCH APPLICATIONS	2,937	-	-	2,937	2,937	2,915	-	22
		subtotal			\$ -	\$ 95,765	\$ 95,765	\$ 79,582	\$ 5,100	\$ 11,083
Non-Allocated										
22090200-579000		CONTINGENCY			\$ -	\$ 37,664	\$ 37,664	\$ -	\$ -	\$ 37,664
		subtotal			\$ -	\$ 37,664	\$ 37,664	\$ -	\$ -	\$ 37,664
		Total			\$ -	\$ 279,091	\$ 279,091	\$ 129,432	\$ 5,100	\$ 144,559



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
As of June 30, 2023

Account #Project			Project Snapshot: FY2013 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Public Safety										
34034450-331150	C2244	2020 HOMELAND SECURITY GRANT	45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100		\$ 1,800
34031150-331150	C2246	2021 HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	-		22,500
subtotal					\$ -	\$ 68,400	\$ 68,400	\$ 44,100		\$ 24,300
Public Works										
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,118		\$ 1
34041100-334350	C1927	WINDWARD TRIPLE LEFTS	1,207,200	-	-	1,207,200	1,207,200	1,207,200		-
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	6,097		993,903
34041100-331350	C2249	WILLS PARK BUFFER - EPD GRANT	200,000	-	-	200,000	200,000	191,698		8,302
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-		500,000
subtotal					\$ -	\$ 3,552,319	\$ 3,552,319	\$ 2,050,113		\$ 1,502,206
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ 75,000		\$ -
Community Development										
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,000	663,593	\$ -	\$ 1,003,407	\$ 1,003,407	\$ 250,116		\$ 753,291
34074150-331150	C2114	S MAIN ST ARC STUDY	160,000	34,800	-	125,200	125,200	125,200		-
subtotal					\$ -	\$ 1,128,607	\$ 1,128,607	\$ 375,316		\$ 753,291
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	(2,722)		\$ 2,722
34090200-362000		REALIZED GAIN/LOSS ON INVS			-	-	-	(996)		996
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(10,072)		10,072
34090200-395000		CARRYFORWARD FUND BALANCE			-	148,441	148,441	-		148,441
subtotal					\$ -	\$ 148,441	\$ 148,441	\$ (13,790)		\$ 162,231
Total					\$ -	\$ 4,972,767	\$ 4,972,767	\$ 2,530,738		\$ 2,442,029



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Grant Funds

Capital Grant Fund Detail (Fund 340; life-to-date for active projects)

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			Project Snapshot: FY2013 - FY2022		FY 2023						
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Account #	Project										
Expenditures											
Public Safety											
34031150-542100	C2244	HOMELAND SECURITY GRANT	45,900	-	\$ -	\$ 45,900	\$ 45,900	\$ 44,100	\$ -	\$ 1,800	
34031150-542100	C2246	HOMELAND SECURITY GRANT	22,500	-	-	22,500	22,500	22,259	-	241	
subtotal					\$ -	\$ 68,400	\$ 68,400	\$ 66,359	\$ -	\$ 2,041	
Public Works											
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	5,879,265	5,234,146	\$ -	\$ 645,119	\$ 645,119	\$ 645,119	\$ -	\$ -	
34041100-541410	C1927	WINDWARD TRIPLE LEFTS	1,207,200	-	-	1,207,200	1,207,200	1,207,200	-	-	
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	1,000,000	-	-	1,000,000	1,000,000	114,826	335,999	549,175	
34041100-541430	C2249	WILLS PARK BUFFER - EPD GRANT	200,000	-	-	200,000	200,000	136,238	55,460	8,302	
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	500,000	-	
subtotal					\$ -	\$ 3,552,319	\$ 3,552,319	\$ 2,103,383	\$ 891,459	\$ 557,477	
Recreation, Parks & Cultural Services											
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
subtotal					\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000	
Community Development											
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,750	903,123	\$ -	\$ 1,180,627	\$ 1,180,627	\$ 834,344	\$ 346,283	\$ -	
34074150-521200	C2114	S MAIN ST ARC STUDY	160,000	54,400	-	105,600	105,600	105,600	-	-	
subtotal					\$ -	\$ 1,286,227	\$ 1,286,227	\$ 939,944	\$ 346,283	\$ -	
Non-Allocated											
34090200-579000		CONTINGENCY			\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)	
subtotal					\$ -	\$ (9,179)	\$ (9,179)	\$ -	\$ -	\$ (9,179)	
Total					\$ -	\$ 4,972,767	\$ 4,972,767	\$ 3,109,686	\$ 1,237,742	\$ 625,339	



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				Project Snapshot: FY2013 - FY2022		FY 2023											
						Original		Transfers /		Revised		Collections /		Available			
Account #		Project		Total Project	Prior Year	Appropriation	Adjustments	Budget	Expenditures	Encumbrances	Budget						
Revenue																	
30113230-371000		C1618	CONVENTION CENTER (DESIGN)	-	-	\$	-	\$	-	\$	-	\$	2		\$	(2)	
30131150-393500		C1241	CAPITAL LEASE - FIRE TRUCK	2,353,251	-		-	2,353,251	2,353,251		2,353,251					-	
30141100-336000		C1410	RUCKER RD WATERLINE	1,562,604	1,459,845		-	102,759	102,759		-				102,759		
30141100-336000		C1702	KIMBALL BR RD IMPROVEMENTS	6,146,784	5,544,518		-	602,266	602,266		-				602,266		
30141100-336000		C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-		-	333,925	333,925		-				333,925		
30141100-371000		C2113	ENCORE GREENWAY GATEWAY	430,000	-		-	430,000	430,000		-				430,000		
30141100-336000		C2238	DAVIS DR. WATER (COUNTY)	364,488	-		-	364,488	364,488		298,753				65,736		
30141100-371000		C2305	ALPHALOOP (OMP-NORTHWINDS)	110,000	-		-	110,000	110,000		110,000				-		
30161150-392400			SALE OF NON CAPITAL ASSETS	400	-		-	400	400		400				-		
30161150-371000		C1911	EQUESTRIAN CTR (FOUNDATION)	245,454	-		-	245,454	245,454		245,453				1		
30161150-371000		C1926	NORTHSIDE MOU (PARKS)	15,000	-		-	15,000	15,000		15,000				-		
30161150-371000		C1929	COMM AG PROGRAM	81,348	50,135		-	31,213	31,213		31,213				0		
30161150-371000		C2010	MEMORIAL-PARK ENHANCEMENTS	38,700	11,100		-	27,600	27,600		27,600				-		
30161150-371000		C2309	WACKY WORLD 2.0 (DONATIONS)	7,628	-		-	7,628	7,628		7,628				0		
30174150-337000		C0910	TREE REPLACEMENT FUND (CONTRIBUTION)	489,300	467,450		-	21,850	21,850		21,850				-		
30113230-336000		C0924	ECONOMIC DEVELOPMENT PLAN	37,500	-		-	37,500	37,500		-				37,500		
			subtotal				\$	-	\$	4,683,334	\$	4,683,334	\$	3,111,149		\$	1,572,185
Non-Departmental																	
30190200-395000			CARRYFORWARD FUND BALANCE				\$	2,500,000	\$	6,101,350	\$	8,601,350	\$	-		\$	8,601,350
			TRANSFER-IN FROM THE GENERAL FUND					11,439,800		-	11,439,800	11,439,800				-	
30190200-391100			UNREALIZED GAIN/LOSS INV					-		-	-	10,029				(10,029)	
30190200-362000			REALIZED GAIN/LOSS INV					-		-	-	(24,035)				24,035	
30190200-361000			INTEREST EARNINGS					155,000		-	155,000	299,661				(144,661)	
			subtotal				\$	14,094,800	\$	6,101,350	\$	20,196,150	\$	11,725,456		\$	8,470,694
			Total				\$	14,094,800	\$	10,784,684	\$	24,879,484	\$	14,836,604		\$	10,042,880



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Account #	Project									
Expenditures										
Administration										
30113230-542400	C1404	WEBSITE UPGRADE	145,000	-	\$ 145,000	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000	-	-	100,000
subtotal					\$ 145,000	\$ 100,000	\$ 245,000	\$ -	\$ -	\$ 245,000
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	363,044	354,302	\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 3,612	\$ 3,153
subtotal					\$ -	\$ 8,742	\$ 8,742	\$ 1,977	\$ 3,612	\$ 3,153
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	300,002	189,138	\$ -	\$ 110,864	\$ 110,864	\$ 109,264	\$ -	\$ 1,600
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	48,284	-	1,717	1,717	1,414	302	1
30117400-542400	C1103	NETWORK AND VOIP	717,679	154,210	200,000	363,469	563,469	-	246,681	316,788
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	-	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,112,369	2,591,587	250,000	270,782	520,782	450,540	18,675	51,568
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	116,249	-	283,896	283,896	12,500	-	271,396
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,001	30,185	-	269,816	269,816	1,698	246,854	21,264
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	50,000	-	50,000	-	-	50,000
subtotal					\$ 500,000	\$ 1,321,600	\$ 1,821,600	\$ 575,416	\$ 512,512	\$ 733,672
Human Resources										
30118450-542400/20	C1222	RECORDS MANAGEMENT	72,500	-	\$ 72,500	\$ -	\$ 72,500	\$ 22,712	\$ -	\$ 49,788
subtotal					\$ 72,500	\$ -	\$ 72,500	\$ 22,712	\$ -	\$ 49,788
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	39,600	32,900	\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -
subtotal					\$ -	\$ 6,700	\$ 6,700	\$ 2,800	\$ 3,900	\$ -



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			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	8,015,845	6,142,656	\$ 1,375,000	\$ 498,189	\$ 1,873,189	\$ 59,322	\$ 1,813,867	\$ 0
30131150-541300	C1229	PS ROOF REPAIR	1,197,111	904,690	300,000	(7,579)	292,421	268,185	-	24,236
30131150-542200	C1241	FLEET - FIRE TRUCK	2,353,251	-	-	2,353,251	2,353,251	2,353,251	-	-
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,924	1,140,581	263,000	110,343	373,343	232,142	79,071	62,129
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	-	318,836
30131150-542400	C2052	SECURITY SYSTEM REFRESH	400,059	129,485	220,000	50,574	270,574	178,313	85,690	6,571
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	9,196	-	10,804
30131150-542100	C2207	LUCAS DEVICES	176,000	169,942	-	6,058	6,058	-	-	6,058
30131150-542100	C2235	CRABAPPLE TRAINING FACILITY	43,870	37,552	-	6,318	6,318	838	-	5,480
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,000	-	2,250,000	-	2,250,000	374,223	1,855,777	20,000
30131150-542100	C2302	ALL TERRAIN VEHICLES	10,773	-	11,310	(537)	10,773	10,772	-	1
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,500	-	449,500	-	449,500	17,168	432,332	-
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	75,000	-	-	75,000	75,000	-	-	75,000
		subtotal			\$ 4,868,810	\$ 3,430,453	\$ 8,299,263	\$ 3,503,410	\$ 4,266,738	\$ 529,116
Public Works										
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	279,781	275,044	\$ -	\$ 4,737	\$ 4,737	\$ 4,737	\$ -	\$ -
30141100-541200	C0910	TREE REPLACEMENT FUND	1,648,151	1,404,067	-	244,084	244,084	84,065	5,220	154,800
30141100-541200	C1008	CEMETERY AUTHORITY- MAINTENANCE	479,543	207,186	-	272,357	272,357	20,737	12,659	238,961
30141100-541410	C1207	BRIDGE MAINTENANCE	665,212	377,330	200,000	87,882	287,882	29,158	-	258,724
30141100-541410	C1215	STRIPING & SIGNAGE	2,014,664	1,814,664	200,000	-	200,000	198,535	-	1,465
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	553,584	432,814	100,000	20,770	120,770	80,301	40,469	-
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	804,267	691,872	100,000	12,395	112,395	112,395	-	0
30141100-541410	C1219	MILLING AND RESURFACING	24,017,648	21,564,565	1,000,000	1,453,083	2,453,083	2,453,082	-	1
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	987,078	887,078	100,000	-	100,000	91,490	7,731	779
30141100-541410	C1221	DESIGN SERVICES	943,300	794,459	75,000	73,841	148,841	100,408	16,712	31,721
30141100-542200	C1223	FLEET REPLACEMENT	1,482,222	1,091,468	195,000	195,754	390,754	242,599	141,908	6,247
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP	1,222,771	817,220	100,000	305,551	405,551	251,091	71,996	82,464
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	217,373	173,446	36,000	7,927	43,927	30,347	-	13,580
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	450,001	299,856	100,000	50,145	150,145	124,751	25,394	-



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
30141100-541300	C1902 FIRE STATION RENOVATIONS	435,003	419,519	75,000	(59,516)	15,484	-	-	15,484
30141100-541300	C1904 PW HQ RENOVATIONS	178,037	121,982	50,000	6,055	56,055	35,604	14,900	5,551
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	296,115	296,115	85,000	(85,000)	-	-	-	-
30141100-541410	C1935 WINDWARD PKWY WEST IMPROVEMENTS	205,517	203,977	-	1,540	1,540	1,540	-	-
30141100-541300	C2003 HVAC REPLACEMENTS	291,731	227,797	62,000	1,934	63,934	63,933	-	1
30141100-541300	C2004 GENERATOR REPLACEMENTS	295,075	187,197	-	107,878	107,878	10,752	97,078	48
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,001	77,836	50,000	42,165	92,165	21,010	-	71,155
30141100-541410	C2048 STREETLIGHT MAINTENANCE	269,079	104,108	80,000	84,971	164,971	94,903	21,319	48,749
30141100-541500	C2050 REC FACILITY MAINTENANCE	155,000	46,645	30,000	78,355	108,355	81,501	-	26,854
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	156,308	36,582	100,000	19,726	119,726	21,801	97,925	-
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-	333,925	-
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	430,000	19,456	-	410,544	410,544	104,044	306,500	0
30141100-544200	C2200 CITY TRASH RECEPTACLE SERVICE	100,001	39,159	50,000	10,842	60,842	44,883	-	15,959
30141100-541410	C2209 SCRAMBLE INTERSECTION	27,248	-	-	27,248	27,248	27,114	134	1
30141100-541410	C2238 DAVIS DR WATER (COUNTY)	364,488	-	-	364,488	364,488	298,753	65,736	-
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	365,000	-	-	365,000	365,000	36,774	80,085	248,142
30141100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	188,271	-	-	188,271	188,271	30,686	-	157,585
30141100-541410	C2315 LOCAL ROADS SAFETY ACTION PLAN	199,778	-	-	199,778	199,778	140,710	59,068	-
	subtotal			\$ 2,788,000	\$ 4,826,730	\$ 7,614,730	\$ 4,837,701	\$ 1,398,758	\$ 1,378,271
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,005,429	464,966	\$ 550,000	\$ (9,537)	\$ 540,463	\$ 540,463	\$ -	\$ -
30161150-541200	C1210 TREE REMOVAL			150,000	110,000	260,000	201,334	115	58,552
30161150-541500	C1221 DESIGN SERVICES	214,224	186,473	20,000	7,751	27,751	22,924	335	4,492
30161150-541300	C1229 FACILITY ROOF REPAIR	485,412	-	700,000	(214,588)	485,412	485,411	-	1
30161150-542200	C1232 FLEET	412,578	72,130	120,000	220,448	340,448	130,532	-	209,916
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	837,218	699,218	100,000	38,000	138,000	59,007	77,377	1,616
30161150-541500	C1424 WILL PARK POOL EXPANSION	59,000	51,200	-	7,800	7,800	4,500	-	3,300
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	31,065	35,000	18,935	53,935	-	-	53,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	579,650	370,594	155,000	54,056	209,056	22,782	3,499	182,776
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	731,553	521,159	300,000	(89,606)	210,394	210,393	-	1
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	490,721	277,238	150,000	63,483	213,483	11,402	-	202,081



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30161150-544100	C1807 PUBLIC ARTS PROGRAM	231,000	170,000	45,000	16,000	61,000	32,550	13,950	14,500
30161150-541500	C1911 EQUESTRIAN CENTER (FOUNDATION)	245,454	-	-	245,454	245,454	245,453	-	1
30161150-521200	C1926 NORTHSIDE MOU (PARKS)	11,400	-	-	11,400	11,400	4,625	6,775	-
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,903	117,657	-	32,246	32,246	708	-	31,538
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	81,352	35,170	-	46,182	46,182	5,360	11,600	29,222
30161150-541500	C2010 PARK ENHANCEMENTS	626,179	465,437	125,000	35,742	160,742	150,221	3,632	6,889
30161150-541500	C2030 TOWN GREEN IMPROVEMENTS	250,000	-	250,000	-	250,000	29,500	-	220,500
30161150-541500	C2031 INNOVATION ACADEMY IGA	249,992	249,638	-	354	354	354	-	-
30161150-541500	C2051 FOUNTAIN MAINTENANCE	36,306	27,309	-	8,997	8,997	6,036	2,961	-
30161150-541500	C2202 ATHLETIC COURTS RESURFACING	98,433	58,433	40,000	-	40,000	9,935	-	30,065
30161150-541500	C2245 WILL PARK MAINTENANCE FACILITY	215,324	766	-	214,558	214,558	214,557	-	1
30161150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	-	-	75,000
30161150-541500	C2304 PARK WOOD POLE REPLACEMENT	200,000	-	200,000	-	200,000	-	-	200,000
30161150-541500	C2309 WACKY WORLD 2.0 (DONATIONS)	7,628	-	-	7,628	7,628	-	-	7,628
30161150-541500	C2316 GREENWAY BOARDWALK REPLACEMENT	327,519	-	-	327,519	327,519	327,519	-	0
	subtotal			\$ 2,940,000	\$ 1,257,683	\$ 4,197,683	\$ 2,715,567	\$ 120,243	\$ 1,361,874
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	576,749	297,748	\$ -	\$ 279,001	\$ 279,001	\$ -	\$ -	\$ 279,001
30174150-544100	C0924 ECONOMIC DEVELOPMENT PLAN	107,640	62,500	-	45,140	45,140	30,000	15,140	-
30174150-544200	C1300 CITY ECON DEVELOPMENT TOOLKIT	263,260	202,010	-	61,250	61,250	-	-	61,250
30174150-542200	C1433 FLEET REPLACEMENT	59,932	-	60,000	(68)	59,932	59,932	-	-
30174150-541410	C1603 DESIGN SERVICES	526,003	376,257	40,000	109,746	149,746	96,276	15,150	38,320
30174150-541410	C2107 NORTH POINT PARKWAY IMPROVEMENTS	78,467	52,670	-	25,797	25,797	25,797	-	0
30174150-542400	C2111 COMMUNITY DEVELOPMENT EQUIPMENT	21,000	7,993	-	13,007	13,007	-	-	13,007
30174150-521200	C2114 S MAIN ST ARC STUDY	40,000	13,600	-	26,400	26,400	26,400	-	-
30174150-521200	C2307 WINDWARD-HWY9 MASTER PLAN MOU	60,000	-	-	60,000	60,000	700	-	59,300
	subtotal			\$ 100,000	\$ 620,273	\$ 720,273	\$ 239,105	\$ 30,290	\$ 450,878



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of June 30, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 2,645,490	\$ (752,497)	\$ 1,892,993	\$ -	\$ -	\$ 1,892,993
	subtotal			\$ 2,645,490	\$ (752,497)	\$ 1,892,993	\$ -	\$ -	\$ 1,892,993
	Total			\$ 14,059,800	\$ 10,819,684	\$ 24,879,484	\$ 11,898,688	\$ 6,336,053	6,644,744



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of June 30, 2023

		Project Snapshot: FY2017 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Public Works									
30241100-371000	DONATION FROM PRIVATE SOURCE			\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
subtotal				\$ -	\$ 4,496	\$ 4,496	\$ 4,496		\$ 0
Non-Departmental									
30290200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	90,994		\$ (90,994)
30290200-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(7,221)		7,221
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	6,230		(6,230)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			4,200,000	-	4,200,000	4,200,000		-
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,716,691	1,716,691	-		1,716,691
subtotal				\$ 4,200,000	\$ 1,716,691	\$ 5,916,691	\$ 4,290,003		\$ 1,626,688
Total				\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 4,294,499		\$ 1,626,688
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	1,006,403	629,910	\$ 150,000	\$ 226,493	\$ 376,493	\$ 158,886	\$ 19,083	\$ 198,524
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	11,426,218	6,438,340	3,930,000	1,057,878	4,987,878	907,696	1,695,635	2,384,547
30241100-541430 C1503	STORMWATER STUDIES	500,001	323,580	-	176,421	176,421	20,200	-	156,221
30241100-541430 C1604	STORMWATER INSPECTIONS	664,055	458,720	120,000	85,335	205,335	83,645	-	121,690
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	252,997	150,800	-	102,197	102,197	102,193	-	4
subtotal				\$ 4,200,000	\$ 1,648,324	\$ 5,848,324	\$ 1,272,621	\$ 1,714,718	\$ 2,860,985
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
subtotal				\$ -	\$ 72,863	\$ 72,863	\$ -	\$ -	\$ 72,863
Total				\$ 4,200,000	\$ 1,721,187	\$ 5,921,187	\$ 1,272,621	\$ 1,714,718	\$ 2,933,848



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
 As of June 30, 2023

		Project Snapshot: FY2017 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
General Government									
30390200-331350	FEDERAL GRANT	-	2,445,511	\$ -	\$ 4,199,000	\$ 4,199,000	\$ 1,106,984		\$ 3,092,016
30390200-395000	CARRYFORWARD FUND BALANCE			-	-	-	-		-
	Total			\$ -	\$ 4,199,000	\$ 4,199,000	\$ 1,106,984		\$ 3,092,016
Expenditures									
Public Works									
30341100-541410 C1219	MILLING & RESURFACING	1,176,000	1,175,955	\$ -	\$ 45	\$ 45	\$ 4	\$ -	\$ 41
30341100-541430 C1308	PIPE/STORM STRUCTURE REPLACEMENT	2,144,510	939,002	-	1,205,508	1,205,508	872,714	332,794	-
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,001	269,139	-	1,054,862	1,054,862	226,820	252,929	575,113
	subtotal			\$ -	\$ 2,260,415	\$ 2,260,415	\$ 1,099,539	\$ 585,723	\$ 575,154
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	87,518	61,415	\$ -	\$ 26,103	\$ 26,103	\$ 14,604	\$ 11,500	\$ (1)
30361150-541500 C2316	GREENWAY BOARDWALK REPLACEMENT	1,912,482	-	-	1,912,482	1,912,482	34,283	1,878,198	1
	subtotal			\$ -	\$ 1,938,585	\$ 1,938,585	\$ 48,887	\$ 1,889,698	\$ 0
	Total			\$ -	\$ 4,199,000	\$ 4,199,000	\$ 1,148,426	\$ 2,475,421	\$ 575,154



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

2016 Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)

As of June 30, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31790200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 190,370	\$ 190,370	\$ -		\$ 190,370
31790200-361000	INTEREST EARNINGS				-	50,996	50,996	50,996		-
	subtotal				\$ -	\$ 241,366	\$ 241,366	\$ 50,996		\$ 190,370
	Total				\$ -	\$ 241,366	\$ 241,366	\$ 50,996		\$ 190,370
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR	14,651,644	14,651,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	3,773,587	3,773,587	-	-	-	-	-	-
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	9,872,926	9,872,926	-	-	-	-	-	-
31741100-541420	C1712	ALPHALOOP	445,496	359,043	-	86,453	86,453	86,453	-	0
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT	299,137	299,137	-	-	-	-	-	-
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,128	308,128	-	-	-	-	-	-
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS	920,441	920,441	-	-	-	-	-	-
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS	921,718	921,718	-	-	-	-	-	-
31741100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)	120,063	-	-	120,063	120,063	120,063	-	(0)
31761150-541300	C1708	GREENWAY EXT TO FORSYTH	9,842,060	9,837,210	-	4,850	4,850	4,850	-	-
31761150-541300	C1709	EASTSIDE COMMUNITY CTR	2,549,186	2,519,186	-	30,000	30,000	30,000	-	-
31761150-579000	PARKS RESERVE		-	-	-	-	-	-	-	-
	Total				\$ -	\$ 241,366	\$ 241,366	\$ 241,366	\$ -	\$ 0



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
As of June 30, 2023

			Project Snapshot: FY2017 - FY2022		FY 2023					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 1,089,571		\$ (1,089,571)
31890200-393400	BOND PREMIUM				-	-	-	-		-
31890200-395000	CARRYFORWARD FUND BALANCE				-	29,275,999	29,275,999	-		29,275,999
	subtotal				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 1,089,571		\$ 28,186,428
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 1,089,571		\$ 28,186,428
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,500,000	-	\$ -	\$ 7,500,000	\$ 7,500,000	\$ -	\$ -	\$ 7,500,000
31861150-541500	C0922	SYNTHETIC TURF	1,000,000	23,990	-	976,010	976,010	18,708	5,662	951,640
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,000,000	11,664	-	4,988,336	4,988,336	393,722	1,058,993	3,535,620
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	125,098	-	5,546,269	5,546,269	261,882	395,060	4,889,327
31861150-541500	C2216	UNION HILL PARK	3,250,001	25,753	-	3,224,248	3,224,248	364,829	268,057	2,591,362
31861150-541500	C2217	MID-BROADWELL PARK	500,001	47,538	-	452,463	452,463	3,136	350,862	98,465
31861150-541500	C2218	OLD RUCKER PARK	3,000,000	20,170	-	2,979,830	2,979,830	316,125	73,525	2,590,180
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	16,720	-	1,983,280	1,983,280	13,850	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,250,001	15,127	-	1,234,874	1,234,874	209,580	1,025,294	1
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	-	-	328,634	328,634	328,634	-	-
31890200-579000	PARKS RESERVE		62,055	-	-	62,055	62,055	-	-	62,055
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ -	\$ 29,275,999	\$ 29,275,999	\$ 1,910,467	\$ 3,177,453	\$ 24,188,079



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
 As of June 30, 2023

Account #Project			Project Snapshot: FY2017 - FY2022		FY 2023					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue										
Non-Departmental										
33590200-395000	CARRYFORWARD FUND BALANCE				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778			\$ 41,589,778
33541100-361000	INTEREST EARNINGS				-	-	-	1,488,641		(1,488,641)
	Total				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 1,488,641		\$ 40,101,137
Expenditures										
33541100-541410	C1219	MILLING AND RESURFACING	2,000,000	-	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -
33541100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	5,026,414	140,756	-	4,885,658	4,885,658	617,968	-	4,267,690
33541100-541410	C1713	KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,119,002	-	240,740	240,740	2,793	233,749	4,199
33541100-541410	C1717	OLD MILTON PKWY CAPACITY IMP	5,579,474	1,924,663	-	3,654,811	3,654,811	569,963	1,084,846	2,000,001
33541100-541410	C1800	HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933	WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	860,986	-	15,403	15,403	15,402	-	1
33541100-541410	C1934	WINDWARD PKWY EAST IMPROVEMENTS	1,427,990	1,263,692	-	164,298	164,298	164,297	-	1
33541100-541410	C2054	GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	1,382,857	2,765,714	1
33541100-541410	C2104	WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,509	676,585	-	15,924	15,924	15,888	36	1
33541100-541410	C2113	ENCORE GREENWAY GATEWAY	2,573,000	230,000	2,300,000	43,000	2,343,000	3,300	43,000	2,296,700
33541100-541410	C2211	WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229	WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,000	54,157	-	5,945,843	5,945,843	1,186,459	3,121,808	1,637,576
33541100-541410	C2232	WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,000	33,550	-	16,966,450	16,966,450	972,117	52,773	15,941,560
33541100-541420	C2305	ALPHALOOP (OMP-NORTHWINDS)	825,000	-	-	825,000	825,000	825,000	-	-
33590200-579000	CONTINGENCY				-	384,079	384,079	-	-	384,079
	Total				\$ 4,300,000	\$ 37,289,778	\$ 41,589,778	\$ 7,756,045	\$ 7,301,926	\$ 26,531,808



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
 As of June 30, 2023

Account #Project			Project Snapshot: FY2017 - FY2022		FY 2023							
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget		
Revenue												
Non-Departmental												
33690200-313400	TSPLOST II				\$ -	\$ 48,335,327	\$ 48,335,327	\$ 13,308,331		\$ 35,026,996		
33641100-361000	INTEREST EARNINGS				-	-	-	354,746		(354,746)		
33690200-395000	CARRYFORWARD FUND BALANCE				-	3,648,408	3,648,408	-		3,648,408		
Total					\$ -	\$ 51,983,735	\$ 51,983,735	\$ 13,663,077	\$ 38,320,658			
Expenditures												
33641100-541410	C2040	TRADEWINDS PARKWAY			6,500,000	2,400	\$ -	\$ 6,497,600	\$ 6,497,600	\$ 8,315	\$ -	\$ 6,489,285
33641100-541410	C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)			13,000,000	13,873	-	12,986,127	12,986,127	1,730,557	8,160,252	3,095,318
33641100-541410	C2107	NORTH POINT PARKWAY IMP			10,000,000	-	-	10,000,000	10,000,000	20,153	718,146	9,261,701
33641100-541410	C2221	CROSSWALK (ALPHARETTA ELEM)			113,037	18,537	-	94,500	94,500	89,133	5,367	-
33641100-541410	C2222	CROSSWALK (MANNING OAKS ELEM)			74,263	18,537	-	55,726	55,726	-	-	55,726
33641100-541410	C2223	CROSSING (92 MILTON GARAGE)			212,300	-	-	212,300	212,300	208,128	4,172	-
33641100-541410	C2224	RAISED INTSECTION (MARIETTA ST)			350,001	1,525	-	348,476	348,476	15,400	139,275	193,801
33641100-541410	C2225	CROSSINGS (CITY CTR/CHURCHES)			750,000	1,161	-	748,839	748,839	22,273	95,266	631,300
33641100-541410	C2226	PEDESTRIAN BRIDGES (WW PKWY)			4,000,000	12,349	-	3,987,651	3,987,651	382,646	265,124	3,339,881
33641100-541410	C2227	CROSSWALK (COGBURN PARK)			149,401	-	-	149,401	149,401	129,616	19,785	0
33641100-541410	C2228	CROSWALK (CHARLOTTE DR)			146,000	-	-	146,000	146,000	146,000	-	-
33641100-541410	C2230	CUMMING ST CORRIDOR			4,757,526	-	-	4,757,526	4,757,526	6	-	4,757,520
33641100-541420	C2305	ALPHALOOP (OMP - NORTHWINDS)			12,000,000	411	-	11,999,589	11,999,589	1,918,388	9,839,338	241,864
Total							\$ -	\$ 51,983,735	\$ 51,983,735	\$ 4,670,615	\$ 19,246,725	\$ 28,066,395



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of June 30, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27074110-341321	IMPACT FEES STREETS & HIGHWAYS			\$ -	\$ 200,000	\$ 200,000	\$ 157,917		\$ 42,083
27074110-341323	IMPACT FEES RECREATION & PARKS			350,000	34,089	384,089	279,934		104,155
27074110-341324	IMPACT FEES PUBLIC SAFETY			-	-	-	27,425		(27,425)
27074110-395000	CARRYFORWARD FUND BALANCE			1,668,690	3,234,586	4,903,276	-		4,903,276
27074110-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(9,700)		9,700
27074110-363000	UNREALIZED GAIN/LOSS			-	-	-	(1,930)		1,930
27074110-361000	INTEREST EARNINGS			-	-	-	117,527		(117,527)
	Total			\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 571,173		\$ 4,916,192
Expenditures									
Public Safety									
27031150-544200	C2206 RAPID RESCUE TRUCK	124,600	124,100	\$ -	\$ 500	\$ 500	\$ -	\$ -	\$ 500
27031150-542100	C2302 ALL TERRAIN VEHICLES	18,690	-	18,690	-	18,690	18,690	-	-
	subtotal			\$ 18,690	\$ 500	\$ 19,190	\$ 18,690	\$ -	\$ 500
Public Works									
27041100-541410	C1410 RUCKER RD CORRIDOR	1,002,553	857,003	\$ -	\$ 145,550	145,550	\$ 134,044	\$ 11,506	\$ 0
27041100-541410	C1723 TEASLEY ST IMPROVEMENTS	38,125	38,125	-	-	-	-	-	-
27041100-541410	C2107 NORTH POINT PARKWAY IMPROVEMENTS	1,250,000	-	-	1,250,000	1,250,000	-	-	1,250,000
27041100-541420	C2305 ALPHALOOP (OMP - NORTHWINDS)	1,540,000	-	-	1,540,000	1,540,000	1,533,350	6,650	-
	subtotal			\$ -	\$ 2,935,550	\$ 2,935,550	\$ 1,667,394	\$ 18,156	\$ 1,250,000
Recreation, Parks & Cultural Services									
27061150-541500	C2011 WILLS PARK MASTER PLAN	328,634	-	\$ -	\$ 328,634	\$ 328,634	\$ 21,930	\$ -	\$ 306,704
27061150-541410	C2113 ENCORE GREENWAY GATEWAY	2,000,000	-	2,000,000	-	2,000,000	27,480	-	1,972,520
	subtotal			\$ 2,000,000	\$ 328,634	\$ 2,328,634	\$ 49,410	\$ -	\$ 2,279,224



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of June 30, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 66,720	\$ 66,720	\$ 29,195	\$ 37,525	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	19,816	19,816	-	-	19,816
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	117,455	117,455	-	-	117,455
	subtotal			\$ -	\$ 203,991	\$ 203,991	\$ 29,195	\$ 37,525	\$ 137,271
	Total			\$ 2,018,690	\$ 3,468,675	\$ 5,487,365	\$ 1,764,689	\$ 55,681	\$ 3,666,995



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of June 30, 2023

		Project Snapshot: FY2013 - FY2022		FY 2023					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
27590150-314100	HOTEL/MOTEL TAXES			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 8,455,486		\$ (955,486)
27590150-362000	REALIZED GAIN/LOSS ON INVS			-	-	-	(2,606)		2,606
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	(785)		785
27590150-361000	INTEREST EARNINGS			-	-	-	33,089		(33,089)
	subtotal			\$ 7,500,000	\$ -	\$ 7,500,000	\$ 8,485,183		\$ (985,183)
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	subtotal			\$ -	\$ 1,143,172	\$ 1,143,172	\$ -		\$ 1,143,172
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 8,485,183		\$ 157,989
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	29,944,535	26,663,285	\$ 3,281,250	\$ -	\$ 3,281,250	\$ 3,699,275	\$ -	\$ (418,025)
	subtotal			\$ 3,281,250	\$ -	\$ 3,281,250	\$ 3,699,275	\$ -	\$ (418,025)
City/Other									
27590150-521200	PROFESSIONAL SERVICES	35,655	30,155	\$ 5,500	\$ -	\$ 5,500	\$ 5,915	\$ -	\$ (415)
27590150-579006	DEBT SERVICE RESERVE	586,022	-	35,537	550,485	586,022		-	586,022
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	26,063,456	23,250,956	2,812,500	-	2,812,500	3,172,807	-	(360,307)
	subtotal			\$ 2,853,537	\$ 550,485	\$ 3,404,022	\$ 3,178,722	\$ -	\$ 225,300
Tourism Product Development									
27590150-541500	C1911 EQUESTRIAN CENTER	38,739	38,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27590450-541500	C2011 WILLS PARK MASTER PLAN	751,891	468,574	-	283,317	283,317	268,248	-	15,069
27590150-541500	C2245 WILLS PRK MAINTENANCE FACILITY	309,370	-	-	309,370	309,370	309,369	-	1
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	2,185,000	1,535,000	650,000	-	650,000	650,000	-	-
27590151-582100	D1600 INTEREST PAYMENT (2016 CONF CTR BOND)	5,343,655	4,628,442	715,213	-	715,213	715,213	-	1
	subtotal			\$ 1,365,213	\$ 592,687	\$ 1,957,900	\$ 1,942,829	\$ -	\$ 15,071
	Total			\$ 7,500,000	\$ 1,143,172	\$ 8,643,172	\$ 8,820,826	\$ -	\$ (177,654)



OTHER REPORTS



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended June 30, 2023

Vendor	Description	Department	\$ Amount
5780 WINDWARD LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 7,194.40
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 13,632.76
ACOMFORT BY DESIGN	HVAC SERVICE	Public Works	\$ 9,483.31
AECOM TECHNICAL SERVICES	OLD MILTON PKWY CAPACITY IMP	Public Works	\$ 142,856.17
ALLAN VIGIL FORD	CLASS 1 TRUCKS (6,000 LB. GVWR	Public Works	\$ 49,955.00
ALLIED PAVING	MILLING AND RESURFACING	Public Works	\$ 1,317,413.18
ALLIED PAVING	MILLING AND RESURFACING	Public Works	\$ 242,940.19
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 9,493.67
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES MAY 23	Various Departments	\$ 440,015.15
ALPHARETTA	HOTEL/MOTEL ACTIVITIES	General Government	\$ 336,723.60
ALPHARETTA	HOTEL/MOTEL OCCUPANCY TAX JUNE FY23	General Government	\$ 356,712.93
ALTA PLANNING + DESIGN	SAFETY ENGINEERING AND ACCIDENT STUDIES; OSHA STUD	Public Works	\$ 19,366.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 9,750.00
AMERICAN FACILITY	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERV	Rec., Parks & Cultural Services	\$ 23,433.50
APPLIED RESEARCH	PAVEMENT DATA COLLECTION SERVICES	Public Works	\$ 50,967.00
ARTS ALPHARETTA	CREATIVE CROSSWALKS	Rec., Parks & Cultural Services	\$ 6,000.00
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E 911 OPERATIONS)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, E-911 OPERATIONS	Public Safety	\$ 15,536.29
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL, E-911 OPERATIONS	Public Safety	\$ 10,105.21
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES (VARIOUS PROJECTS)	Public Works	\$ 28,939.32
ATLANTA SWIM ASSOCIATION LLC	ASA SWIM CHAMP FEES	Rec., Parks & Cultural Services	\$ 5,040.00
BARGE DESIGN SOLUTIONS	DESIGNING SERVICES: EQUESTRIAN CENTER (CITY)	Rec., Parks & Cultural Services	\$ 5,145.85
BARGE DESIGN SOLUTIONS	DESIGNING SERVICES (WILLS PARK & EQUESTRIAN CENTER)	Rec., Parks & Cultural Services	\$ 168,167.43
BENNETT FIRE PRODUCT	FIRE PROTECTION CLOTHING	Public Safety	\$ 5,283.34
BENNETT FIRE PRODUCT	FIRE PROTECTION CLOTHING	Public Safety	\$ 5,435.00
BIOCONNECT US INC.	SAFES, VAULTS, AND NIGHT DEPOSITORY BOXES	Public Safety	\$ 15,557.00
BUILDING MANAGEMENT	WEATHER AND WATERPROOFING MAINTENANCE AND REPAIR	Public Works	\$ 6,000.00
BUTCH THOMPSON	SW PIPE & STRUCTURE R&M	Public Works	\$ 20,166.00
CALLOWAY TITLE	TITLE & ESCROW: WBR PH3	Public Works	\$ 23,090.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 39,626.77
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 13,088.90
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 10,866.08
CITY OF MILTON	LEASE - COURTROOM	Municipal Court	\$ 6,775.00
CITY OF SANDY SPRING	LOST CONSULTING FEES	Legal Services	\$ 5,090.25



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended June 30, 2023

Vendor	Description	Department	\$ Amount
CLYDE ARMORY INC	GUNS, PISTOLS, RIFLES, AND SHOTGUNS	Public Safety	\$ 9,990.00
COLUMBIA ENGINEERING	DESIGNING SERVICES (NORTH POINT PKWY IMP)	Community & Economic Dev.	\$ 150,714.60
COLUMBIA ENGINEERING	DESIGNING SERVICES (NORTH POINT PKWY IMP)	Community & Economic Dev.	\$ 81,427.39
CONTROL TECHNOLOGIES	TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC SYSTEMS	Public Works	\$ 10,070.00
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 10,853.42
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 46,769.53
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 7,089.46
CRABAPPLE TURF	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE)	Rec., Parks & Cultural Services	\$ 5,000.00
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 20,679.34
DELL MARKETING LP	MICROCOMPUTERS, HANDHELD, LAPTOP, AND NOTEBOOK	Information Technology	\$ 5,680.00
DELL MARKETING LP	MICROCOMPUTERS, DESKTOP OR TOWER BASED	Information Technology	\$ 13,230.00
DREAM HOUSE PAINTING	PAINTING, MAINTENANCE AND REPAIR SERVICES	Various Departments	\$ 72,365.00
EDGE BUSINESS	CONTRACT PAYMENT	Various Departments	\$ 5,863.34
EXCELLERE CONSTRUCTION	GREENWAY BOARDWALK REPLACEMENT	Rec., Parks & Cultural Services	\$ 361,801.87
FAITHFUL GUARDIAN	AEMT COURSE TUITION	Public Safety	\$ 16,500.00
FARHANG, PEJMAN	IMPACT FEE REFUND	Community & Economic Dev.	\$ 6,689.53
FIRELINE INC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 5,647.50
FIVE OAKS FENCE COMPANY	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,368.00
FORENSIC LOGIC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 29,499.00
FULTON COUNTY BOARD OF COMMISSIONERS	LOCAL CRIME VICTIMS ASSISTANCE COLLECTION REPORT	Public Safety	\$ 6,991.35
FULTON COUNTY BOARD OF EDUCATION	MAY FUEL BILL	Various Departments	\$ 49,628.18
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 7,769.97
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 9,569.34
GARLAND DBS INC	PS ROOF REPAIR/REPLACEMENT	Public Safety	\$ 136,098.10
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 16,626.58
GEORGIA INTERLOCAL RISK MGMT AGENCY	SEMI ANNUAL FF CANCER BENEFIT	Public Safety	\$ 6,890.90
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 162,908.52
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 6,288.47
GEORGIA SUPERIOR COURT	MUNICIPAL COURT FINES	Public Safety	\$ 28,711.90
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 8,939.63
GREAT SOUTHERN	PARK, PLAYGROUND, AND SWIMMING POOL EQUIPMENT MAINTENANCE	Rec., Parks & Cultural Services	\$ 11,402.00
GREENTREE BEDDING	BEDDING, ALL TYPES, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	\$ 11,852.50
GREENTREE BEDDING	BEDDING, ALL TYPES, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	\$ 6,034.00
HALFTIME SPORTS	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 9,899.62



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended June 30, 2023

Vendor	Description	Department	\$ Amount
HERITAGE PLACE MANAGEMENT	CURRENT YEAR PROPERTY TAXES	General Government	\$ 6,418.68
HEXAGON	CAD/RECORDS MGMT SOFTWARE	Public Safety	\$ 369,644.00
HICO AVALON II, LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 24,719.63
HIS MAJESTY COACHES	TRANSPORTATION SERVICES (NOT OTHERWISE CLASSIFIED)	Rec., Parks & Cultural Services	\$ 5,118.75
HORSE & PLOW LANDSCAPING	CONCRETE	Rec., Parks & Cultural Services	\$ 7,810.00
INNOVATIVE FITNESS	TREADMILLS	Public Safety	\$ 10,148.00
INSPIRED LIVING	CURRENT YEAR PROPERTY TAXES	General Government	\$ 7,346.31
INTEGRATED CONSTRUCTION	CONSTRUCTION, HIKE AND BIKE TRAIL; ALPHALOOP (OMP-NORTHWINDS)	Public Works	\$ 1,395,785.81
JARRARD & DAVIS	LEGAL SERVICES THROUGH 5/31/23	Various Departments	\$ 95,679.02
JCB ATLANTA LLC	EQUIPMENT REPAIR & MAINTENANCE	Public Works	\$ 9,257.87
JONES CONTRACTING	GROUNDS & FACILITY REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 28,115.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 8,775.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 18,388.50
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 12,253.80
LIFE TIME	CURRENT YEAR PROPERTY TAXES	General Government	\$ 10,024.99
MASON TRACTOR	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AGRICULTURE	Rec., Parks & Cultural Services	\$ 5,688.82
MCALISTER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 7,000.00
MEER ELECTRIC	MAINTENANCE CONTRACTS	Various Departments	\$ 8,563.14
MEER ELECTRIC	MAINTENANCE CONTRACTS	Various Departments	\$ 13,958.18
MERIDIAN RAPID DEFENCE	TRAFFIC CONES, LANE MARKERS, AND BARRICADES	Rec., Parks & Cultural Services	\$ 5,400.00
METRO TRAFIX LLC	TRAFFIC SIGNAL MAINTENANCE AND REPAIR	Public Works	\$ 6,864.36
MOFFATT & NICHOL	DESIGNING SERVICES (VARIOUS PROJECTS)	Various Departments	\$ 8,158.74
MOFFATT & NICHOL	DESIGNING SERVICES: PEDESTRIAN BRIDGES (WW PKWY)	Public Works	\$ 38,391.96
MOTTOMOBILE INC	SOFTWARE MAINTENANCE/SUPPORT 1.15.23-1.14-24	Public Safety	\$ 6,000.00
MUNICIPAL EMERGENCY	EQUIPMENT REPAIR & MAINTENANCE	Public Safety	\$ 5,666.76
NFCID	DAVIS DR WATER (COUNTY-CID) CONSTRUCTION	Public Works	\$ 30,008.25
PALM J LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,590.72
PEACE OFFICER'S ANNUITY/BENEFIT FUND GA	MUNICIPAL COURT FINES	Public Safety	\$ 14,096.67
PEACH STATE FORD TRUCK SALES INC	FLEET: DUMP BODIES, HOIST SUBFRAMES	Public Works	\$ 111,193.00
PLAY WELL TEKNOLOGIE	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,453.00
POWER & ENERGY	GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS	Various Departments	\$ 6,607.00
PRIME CONTRACTORS	BUILDING CONSTRUCTION, NON-RESIDENTIAL (WILLS PARK), RETAINAGE PAYABLE	Various Departments	\$ 156,921.54
PURVIS SYSTEMS INC	AUTOMATED TONE ALERT SYSTEM	Public Safety	\$ 70,000.00
PYRO SHOWS EAST COAST	PYROTECHNICS	Rec., Parks & Cultural Services	\$ 17,500.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended June 30, 2023

Vendor	Description	Department	\$ Amount
REDWOOD DC ASSETS LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,064.03
RELIABLE TRAFFIC	TRAFFIC COUNTING SERVICES	Public Works	\$ 10,120.00
ROSS ASSOCIATES	PROFESSIONAL SERVICES	Community & Economic Dev.	\$ 29,195.00
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 57,343.66
RUSSELL LANDSCAPE	WP BUFFER - EPA GRANT	Public Works	\$ 5,607.59
RYAN LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 12,401.71
S&L INTEGRATED SYSTEMS	TELECONFERENCE SYSTEMS, AUDIO/VIDEO	Municipal Court	\$ 9,549.81
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 32,759.50
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 9,894.50
SIGNARAMA	SIGNAGE, DESTINATION/ROUTE	Rec., Parks & Cultural Services	\$ 9,262.38
SLAM MECHANICAL LLC	PLUMBING EQUIPMENT AND FIXTURES, MAINTENANCE AND REPAIRS	Public Works	\$ 5,635.00
SOL CONSTRUCTION LLC	WBR PH2 (ROUNDAABOUT-PARK) CONSTRUCTION	Public Works	\$ 167,176.64
SOUTHERN HYDRO VAC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 15,500.00
SOUTHERN TIRE MART	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 8,261.68
SPRINTURF	SYNTHETIC TURF	Rec., Parks & Cultural Services	\$ 24,880.00
STEPHEN A. LASER ASSOCIATES	PSYCHOLOGISTS/PSYCHOLOGICAL AND PSYCHIATRIC SERVICES	Human Resources	\$ 5,925.00
SUSTAINABLE WATER PLANNING/ENGINEERING	SW PIPE & STRUCTURE R&M	Public Works	\$ 18,025.00
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 7,127.40
TETRA TECH INC	DESIGNING SERVICES: MEADOW BROOK HILLS DRAINAGE	Public Works	\$ 26,700.00
THE DUMPSTER CO	CLEANING OF AMUSEMENT AREAS, EXPOSITION CENTERS (EQUESTRIAN CENTER)	Rec., Parks & Cultural Services	\$ 18,678.67
THE GORDIAN GROUP	PROJECT MANAGEMENT SERVICES: WILLS PARK MAINT FACILITY	Rec., Parks & Cultural Services	\$ 11,447.91
THE NEWS DIRECTORS	VIDEOGRAPHY	City Administration	\$ 11,746.98
TIDWELL TRAFFIC SOLUTIONS	STRIPING STREETS, PARKING FACILITIES, LANE DIVISION	Public Works	\$ 44,278.15
TRANSAMERICA	RECORD KEEPING FEES	Finance	\$ 8,146.74
TRUIST BANK	PCARD	Various Departments	\$ 153,163.64
UTILICOM SUPPLY	TRAFFIC CONTROLS AND EQUIPMENT, ELECTRIC SYSTEMS	Public Works	\$ 9,586.50
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 15,558.96



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended June 30, 2023

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
23000812	MOTTOMOBILE INC	PUBLIC SAFETY	\$ 6,000.00	APEX IRIS ANNUAL LICENSING AND SUPPORT (EXTRA JOB TRACKING SOFTWARE)
23000814	BIOCONNECT US INC.	PUBLIC SAFETY	\$ 15,557.00	(7) IN-HOUSE PHARMACY NARCOTIC SAFES
23000816	BILLY HOWELL FORD	PUBLIC WORKS	\$ 8,229.25	VEHICLE REPAIRS TO EN5772
23000817	BRITTEN INC	REC., PARKS & CULTURAL SVCS	\$ 7,225.48	MODULAR WALLS FOR COMMUNITY THEATER AT NORTH POINT
23000818	DIRTY PAWS PRODUCTIONS LLC	REC., PARKS & CULTURAL SVCS	\$ 6,663.79	SOUND EQUIPMENT FOR COMMUNITY THEATER AT NORTH POINT
23000822	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	\$ 9,894.50	AVEPOINT POLICIES AND INSIGHTS FOR MICROSOFT 365
23000825	MIRIAM MCALISTER	REC., PARKS & CULTURAL SVCS	\$ 7,000.00	SHARKS SWIM TEAM COACH
23000832	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	\$ 22,566.00	STORM STRUCTURE AND DRAINAGE REPAIRS AT 231 RED OAK LN
23000836	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 24,370.00	SEWER SURVEYING SERVICES FOR WEBB BRIDGE PARK
23000839	RGC CONSTRUCTION, LLC	PUBLIC WORKS	\$ 14,900.00	PUBLIC WORKS WOMEN'S RESTROOM RENOVATION
23000842	HORSE & PLOW LANDSCAPE AND CONSTRUCTION LLC	REC., PARKS & CULTURAL SVCS	\$ 7,810.00	REMOVAL AND REPLACEMENT OF UNSAFE SECTIONS OF CONCRETE AT NORTH PARK FIELDS 1-4
23000850	BUTCH THOMPSON ENTERPRISES, INC.	PUBLIC WORKS	\$ 8,345.00	STORM STRUCTURE AND DRAINAGE REPAIRS AT 5501 SURREY CT
23000851	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	\$ 8,000.00	SURVEYING SERVICES FOR HOPEWELL RD

City of Alpharetta
Balance Sheet
Governmental Funds
June 30, 2023

	Major Governmental Funds							Non-Major	Total
	General	Capital	Capital	2016	2022	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
ASSETS									
Cash / Cash Equivalents / Investments	\$ 42,231,167	\$ 11,786,389	\$ (186,699)	\$ -	\$ 28,777,899	\$ 35,770,927	\$ 14,328,665	\$ 16,518,735	\$ 149,227,083
Receivables (net of allowance for uncollectibles)									
Taxes Receivable									
Property Taxes	367,501	-	-	-	-	-	-	-	367,501
Other Taxes	383,649	-	-	-	-	-	-	-	383,649
Interest	-	-	-	-	-	-	-	12,500	12,500
Accounts	-	-	-	-	-	-	-	34,138	34,138
Due from Other Funds	663	-	-	-	-	-	-	-	663
Intergovernmental Receivable	2,317	-	476,275	-	-	-	-	-	478,592
Cash - Restricted	389,303	295,664	-	-	-	-	-	-	684,967
Total Assets	43,374,600	12,082,053	289,576	-	28,777,899	35,770,927	14,328,665	16,565,374	151,189,093
LIABILITIES AND FUND BALANCES									
Liabilities									
Current									
Accounts Payable	1,206,392	401,710	213,441	-	305,268	287,204	1,542,757	529,119	4,485,892
Retainage Payable	-	170,226	32,256	-	21,238	186,080	145,242	132,108	687,149
Intergovernmental Payable	-	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-	-
Payroll Payable	329,699	-	-	-	-	-	-	-	329,699
Due to Other Funds	-	-	-	-	-	-	-	4,869	4,869
Deferred Revenue	544,442	-	476,275	-	-	-	-	46,638	1,067,356
Unearned Revenue	1,033,430	-	-	-	-	-	-	3,056,385	4,089,815
Non-Current									
Unclaimed Property	105,106	-	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-	-
Total Liabilities	3,219,070	571,936	721,972	-	326,506	473,284	1,687,999	3,769,120	10,769,887
Fund Balances:									
Restricted for:									
Capital Projects	-	3,281,187	(1,660,958)	-	25,211,886	27,611,638	(6,606,060)	4,017,604	51,855,296
Law Enforcement	-	-	-	-	-	-	-	212,327	212,327
Emergency Telephone Activities	-	-	-	-	-	-	-	1,157,096	1,157,096
Grant Projects	-	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	-	710,203	710,203
Promotion of Tourism	-	-	-	-	-	-	-	(137,467)	(137,467)
Assigned for:									
Grant Projects	-	-	-	-	-	-	-	48,578	48,578
Capital Projects	-	-	-	-	-	-	-	-	-
Emergency Reserve	19,700,000	-	-	-	-	-	-	-	19,700,000
2024 Fiscal Year Capital	10,547,818	-	-	-	-	-	-	-	10,547,818
Encumbrances	379,868	6,335,938	1,237,742	-	3,177,453	7,301,926	19,246,725	4,621,787	42,301,438
Remaining 2023 Net Spend	(729,331)	-	-	-	-	-	-	-	(729,331)
Projected Net Surplus/2025 Capital	10,257,174	-	-	-	-	-	-	-	10,257,174
Unallocated	-	1,892,993	(9,179)	-	62,055	384,079	-	2,166,126	4,496,074
Total Fund Balances	40,155,530	11,510,117	(432,396)	-	28,451,393	35,297,643	12,640,665	12,796,254	140,419,207
Total Liabilities and Fund Balances	\$ 43,374,600	\$ 12,082,053	\$ 289,576	\$ -	\$ 28,777,899	\$ 35,770,927	\$ 14,328,665	\$ 16,565,374	\$ 151,189,093

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended June 30, 2023

	Major Governmental Funds							Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	S2016 Const Bond Fund	S2022 Const Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
REVENUES									
Taxes:									
Property Tax	\$ 31,659,155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,876,048	\$ 38,535,204
Local Option Sales Tax	19,762,420	-	-	-	-	-	-	-	19,762,420
Transportation SPLOST	-	-	-	-	-	-	13,308,331	-	13,308,331
Other Taxes	16,720,732	-	-	-	-	-	-	8,455,486	25,176,218
Licenses and permits	3,750,861	-	-	-	-	-	-	-	3,750,861
Intergovernmental	159,618	298,753	2,469,528	-	-	-	-	1,156,910	4,084,809
Charges for services	4,408,454	-	-	-	-	-	-	4,197,918	8,606,372
Impact Fees	-	-	-	-	-	-	-	465,276	465,276
Fines/Forfeitures	3,194,125	-	-	-	-	-	-	75,281	3,269,406
Investment earnings (Loss)	1,119,677	293,112	(15,679)	50,995	1,089,571	1,488,641	354,746	384,775	4,765,839
Contributions and Donations	96,634	458,743	75,000	-	-	-	-	4,496	634,873
Misc Revenue	95,701	-	-	-	-	-	-	-	95,701
Other	-	-	-	-	-	-	-	-	-
Total revenues	80,967,379	1,050,608	2,528,849	50,995	1,089,571	1,488,641	13,663,077	21,616,190	122,455,310
EXPENDITURES									
Current:									
Unallocated	-	-	-	-	-	-	-	-	-
General government	10,864,481	606,535	-	-	-	-	-	4,072,334	15,543,350
Public safety	34,785,473	3,531,323	66,359	-	-	-	-	4,851,509	43,234,664
Public works	9,316,728	4,841,686	2,103,383	206,516	-	7,780,777	4,670,820	4,039,873	32,959,783
Economic and community development	4,246,978	240,183	939,944	-	-	-	-	29,195	5,456,300
Alpharetta Business Community	-	-	-	-	-	-	-	-	-
Culture and recreation	11,758,124	2,715,567	-	34,850	1,914,177	-	-	755,496	17,178,213
Contingency	19,916	-	-	-	-	-	-	-	19,916
Professional Services	-	-	-	-	-	-	-	-	-
Debt service:									
Principal	205,000	-	-	-	-	-	-	3,738,694	3,943,694
Interest	83,640	-	-	-	-	-	-	4,293,752	4,377,392
Other Costs	-	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-	-
Total expenditures	71,280,341	11,935,293	3,109,686	241,366	1,914,177	7,780,777	4,670,820	21,780,853	122,713,312
Excess (deficiency) of revenues over (under) expenditures	9,687,038	(10,884,685)	(580,837)	(190,370)	(824,606)	(6,292,136)	8,992,257	(164,663)	(258,002)
OTHER FINANCING SOURCES (USES)									
Transfers in	3,172,807	11,439,800	-	-	-	-	-	4,200,000	18,812,607
Transfers out	(15,639,800)	-	-	-	-	-	-	(3,172,807)	(18,812,607)
Loan Proceeds	-	-	-	-	-	-	-	-	-
Capital Leases	-	2,353,251	-	-	-	-	-	-	2,353,251
Sale of capital assets	41,298	-	-	-	-	-	-	-	41,298
Sale of non-capital assets	6,567	400	-	-	-	-	-	-	6,967
Land Sale	-	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(12,419,128)	13,793,451	-	-	-	-	-	1,027,193	2,401,516
Net change in fund balances	(2,732,090)	2,908,766	(580,837)	(190,370)	(824,606)	(6,292,136)	8,992,257	862,530	2,143,515
Fund balances - beginning	42,887,620	8,601,351	148,441	190,370	29,275,999	41,589,779	3,648,408	11,933,724	138,275,692
Fund balances - ending	\$ 40,155,530	\$ 11,510,117	\$ (432,396)	(0)	\$ 28,451,393	\$ 35,297,643	\$ 12,640,665	\$ 12,796,254	\$ 140,419,207

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2023

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 807,999	\$ 3,788,095	\$ 295,293	\$ 35,160	\$ 98,302	\$ 2,021,893	\$ 3,087,831	\$ 1,494,410	\$ 4,889,751	\$ 16,518,735
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	12,500	-	-	-	-	12,500
Property Taxes	-	-	-	-	-	-	-	34,138	-	34,138
Intergovernmental Receivable	-	-	-	-	-	-	-	-	-	-
Due From Other Funds	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	807,999	3,788,095	295,293	35,160	110,802	2,021,893	3,087,831	1,528,549	4,889,751	16,565,374
LIABILITIES										
Accounts Payable	359,444	-	16,770	-	7,560	15,416	3,500	-	126,429	529,119
Retainage Payable	-	76,050	-	-	-	-	33,757	-	22,301	132,108
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	4,869	-	-	-	4,869
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	12,500	-	-	34,138	-	46,638
Unearned Revenue	-	-	-	-	-	-	3,050,575	5,810	-	3,056,385
Total Liabilities	359,444	76,050	16,770	-	20,060	20,285	3,087,831	39,948	148,730	3,769,120
FUND BALANCES										
Restricted:										
Capital Projects	-	3,519,093	-	-	-	-	(2,475,421)	-	2,973,931	4,017,604
Law Enforcement	-	-	177,166	35,160	-	-	-	-	-	212,327
Promotion of Tourism	(137,467)	-	-	-	-	-	-	-	-	(137,467)
Emergency Telephone Activities	-	-	-	-	-	1,157,096	-	-	-	1,157,096
Debt Service	-	-	-	-	-	-	-	710,203	-	710,203
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	48,578	-	-	-	-	48,578
Encumbrances	-	55,681	-	-	4,500	391,959	2,475,421	-	1,694,226	4,621,787
Unallocated	586,022	137,271	101,357	-	37,664	452,552	-	778,397	72,863	2,166,126
Total Fund Balances	448,555	3,712,045	278,523	35,160	90,742	2,001,608	-	1,488,600	4,741,021	12,796,254
Total Liabilities and Fund Balances	\$ 807,999	\$ 3,788,095	\$ 295,293	\$ 35,160	\$ 110,802	\$ 2,021,893	\$ 3,087,831	\$ 1,528,549	\$ 4,889,751	\$ 16,565,374

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended June 30, 2023

	Special Revenue								Total Non-major	
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 8,455,486	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ 8,455,486
Property tax	-	-	-	-	-	-	-	6,876,048	-	6,876,048
Charges for Service	-	-	-	-	95,802	4,102,117	-	-	-	4,197,918
Impact Fees	-	465,276	-	-	-	-	-	-	-	465,276
Forfeiture Income	-	-	59,719	15,562	-	-	-	-	-	75,281
Intergovernmental	-	-	-	-	8,484	-	1,148,426	-	-	1,156,910
Contributions & Donations	-	-	-	-	-	-	-	-	4,496	4,496
Investment Earnings (Loss)	30,167	108,181	-	-	3,233	35,567	-	114,853	92,774	384,775
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	8,485,653	573,457	59,719	15,562	107,519	4,137,684	1,148,426	6,990,901	97,270	21,616,190
EXPENDITURES:										
Tourism	4,058,719	-	-	-	-	-	-	-	-	4,058,719
Community Development	-	29,195	-	-	-	-	-	-	-	29,195
Culture/Recreation	577,617	49,410	-	-	79,582	-	48,887	-	-	755,496
Public Safety	-	18,690	84,105	18,469	54,208	4,676,036	-	-	-	4,851,509
Public Works	-	1,667,394	-	-	-	-	1,099,539	-	1,272,941	4,039,873
General Government	5,915	-	-	-	-	-	-	7,700	-	13,615
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	650,000	-	-	-	-	73,694	-	3,015,000	-	3,738,694
Interest	715,213	-	-	-	-	3,083	-	3,575,457	-	4,293,752
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	6,007,464	1,764,689	84,105	18,469	133,790	4,752,813	1,148,426	6,598,157	1,272,941	21,780,853
Excess (deficiency) of revenues over expenditures	2,478,189	(1,191,232)	(24,387)	(2,907)	(26,271)	(615,129)	-	392,745	(1,175,671)	(164,663)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(3,172,807)	-	-	-	-	-	-	-	4,200,000	1,027,193
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(3,172,807)	-	-	-	-	-	-	-	4,200,000	1,027,193
Net change in fund balances	(694,618)	(1,191,232)	(24,387)	(2,907)	(26,271)	(615,129)	-	392,745	3,024,329	862,530
Fund balances - beginning	1,143,173	4,903,276	302,910	38,067	117,014	2,616,737	-	1,095,856	1,716,692	11,933,724
Fund balances - ending	\$ 448,555	\$ 3,712,045	\$ 278,523	\$ 35,160	\$ 90,742	\$ 2,001,608	\$ -	\$ 1,488,600	\$ 4,741,021	\$ 12,796,254

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
June 30, 2023

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,615,033
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	312,298
Prepaid Insurance Expenses	-
Total Current Assets	<u>1,927,331</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>1,927,331</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	437,727
Accounts Payable/ Customer Credit Balances	18,830
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	-
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>456,557</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>456,557</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	1,470,774
Total Net Assets	<u>1,470,774</u>
Total Liabilities & Net Assets	<u>\$ 1,927,331</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended June 30, 2023

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 6,631,429
Misc Revenue	1,405
Total operating revenues	<u>6,632,834</u>
Operating expenses:	
Administration	5,652,086
Non-departmental	-
Total operating expenses	<u>5,652,086</u>
Operating Gain (loss)	980,748
Non-operating revenues (expenses):	
Investment earnings (Loss)	15,066
Total non-operating revenue (expenses)	<u>15,066</u>
Income (loss) before transfers	995,814
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	995,814
Total net assets-beginning	<u>115,976</u>
Total net assets-ending (net of encumbrances)	<u>1,111,790</u>
Adjustments to GAAP basis:	
Encumbrances	358,984
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 1,470,774</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of June 30, 2023 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ 234,750	\$ 234,750		\$ -
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000		-
(2) 99575100-381000-C1535	Innovation Center Operations (ATC)	23,700	16,550		7,150
	subtotal	\$ 353,450	\$ 346,300		\$ 7,150
(1) 99575100-395000	Carryforward Fund Balance	\$ 214,749	\$ -		\$ 214,749
	subtotal	\$ 214,749	\$ -		\$ 214,749
	Total	\$ 568,199	\$ 346,300		\$ 221,899
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	95,000	-	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
99575100-544100-C2210	Downtown Economic Development Initiative	60,000	60,000	-	-
99575100-544100-C2312	AlphaLoop Foundation MOU (website creation)	20,000	20,000	-	-
99575100-544100-C2313	Atl. Urban Land Institute (technical assistance panel)	20,000	10,000	10,000	-
	subtotal	\$ 285,948	\$ 185,000	\$ 10,000	\$ 90,948
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 12,000	\$ 8,223	\$ -	\$ 3,777
(2) 99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	1,040	-	60
(2) 99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	1,200	1,073	-	127
(2) 99575100-531220-C1535	Innovation Center Operations (Natural Gas)	5,000	4,912	-	88
(2) 99575100-531230-C1535	Innovation Center Operations (Electricity)	4,400	3,834	-	566
	subtotal	\$ 23,700	\$ 19,082	\$ -	\$ 4,618
99575100-579000	Reserve	\$ 258,551	\$ -	\$ -	\$ 258,551
	Total	\$ 568,199	\$ 204,082	\$ 10,000	\$ 354,117

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of June 30, 2023 (unaudited)



Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
	Fund Balance (beginning of Fiscal Year)		\$ 214,749		
	Revenues collected to date		346,300		
	Expenditures incurred to date		(204,082)		
	Fund Balance (current)		\$ 356,968		
	Forecasted revenue collections		2,531		
	Fund Balance (forecasted)		\$ 359,499		
	Fund Balance Allocation (forecasted):				
	Non-Spendable (unspent/remaining project allocations)		\$ 100,948		
	Spendable (available for investment by the Board)*		258,551		
			\$ 359,499		

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
June 30, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 357,691
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	357,691

LIABILITIES

Current Liabilities:

Accounts Payable	724
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	724

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	724

Fund Balance

Restricted	100,948
Unallocated	256,020
Total Fund Balance	356,968

Total Liabilities & Fund Balance	\$ 357,691
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended June 30, 2023

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 16,550
State Grant	-
Fees	234,750
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
Total Revenues	<u><u>346,300</u></u>
Expenditures	
Economic Development	195,000
Maintenance Contracts	8,223
Donation to private source	-
Utilities - Miscellaneous	10,859
Debt Service:	
Principal	-
Interest	-
Total Expenditures	<u><u>214,082</u></u>
Excess (deficiency) of revenues over (under) expenditures	132,219
Other Financing Sources (Uses)	
Sale of capital assets	-
Net Change in Fund Balances	132,219
Fund Balance, Beginning of Year	<u><u>214,749</u></u>
Encumbrances	10,000
Fund Balance, End of Year	<u><u>356,968</u></u>





STAFF REPORT

Department: Community Development

Submitted By: Michael Woodman

Meeting Date: July 13, 2023

AGENDA ITEM: CLUP-23-02/Z-23-06/V-23-07 NORTH MAIN STREET TOWNHOMES

The applicant, Greenland Properties, LLC, is requesting a comprehensive land use plan amendment, rezoning and variances to allow for the construction of sixteen (16) 'For-Sale' townhomes on 2.28 acres. A comprehensive land use plan amendment is requested from 'Commercial' to 'High Density Residential' and a rezoning is requested from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks, reduce undisturbed buffers, and reduce lot widths. The subject property is located at 0 State Highway and 572 North Main Street near the northeast corner of North Main Street and Vaughan Drive.

This item was considered by the Planning Commission at the July 13, 2023 meeting. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's recommended conditions and changing the wording of condition #11. Vote 7-0

STAFF RECOMMENDATION:

Approve CLUP-23-02/Z-23-06/V-23-07 North Main Street Townhomes, subject to the following conditions:

1. The 2.28-acre property shall be zoned R-8A/D and developed substantially similar to site plan prepared by DMG Land Planning Consultants, dated 6/1/23, except for modifications required to comply with the conditions below. However, lot yield depicted is not guaranteed and subject to meeting all City code requirements and conditions of zoning.
2. The comprehensive land use plan designation of the property shall be 'High Density Residential'.
3. Architecture and materials shall be developed substantially similar to the submitted renderings, labeled Exhibit A - Renderings, subject to final approval by Staff. Townhomes shall have 4-sided architecture, materials and details.
4. Density shall not exceed 7.02 dwelling units per acre.
5. Developer shall improve the North Main Street streetscape as follows: planter planted with street trees and/or shrubs (as approved by GDOT) and decorative pedestrian lighting, with final approval by Staff.
6. Decorative pedestrian lighting shall be required throughout the development. Internal streets and alleys shall be private and maintained by the HOA.
7. Minimum 5' sidewalks shall be providing along new private driveway and connecting to the public sidewalk. If Fulton County requires an unencumbered easement, sidewalk may be on one side of the street.
8. Minimum 20' building setback and landscape strip shall be provided along North Main Street and shall be planted with shade trees outside of utility easements and overhead utilities, as approved by Staff.
9. Townhome minimum lot widths shall be as depicted on the site plan prepared by DMG Land Planning Consultants, dated 6/1/23.
10. Minimum 10' landscape strips shall be provided along the new private driveway. If Fulton County requires an unencumbered easement, shrubs shall replace tree requirements on one side of the street.
11. Minimum 10' planted evergreen buffers shall be provided along the west and east property lines. Existing trees shall be saved in the buffer areas where not in conflict with site balancing and utility installation.
12. The HOA declarations and covenants shall include an acknowledgement that the owners of the surrounding commercial tracts abutting the subject property may seek a variance to reduce the width of the undisturbed buffer requirement as a result of the rezoning of the subject property from C-2 to R-8A/D. Property owners subject to the HOA declarations and covenants shall not object to any such reasonable variance request.
13. Creeping vines shall be planted to cover retaining and low walls, as approved by Staff.
14. Developer shall save trees as depicted on Sheet T.1 prepared by TJ Schell, LLC, dated 3/29/2023.
15. Fences and walls visible from the public right-of-way shall be decorative, as approved by Staff. Unfinished wood fences and decks shall not be visible from the street.
16. HVAC and similar equipment shall not be visible from the public right-of-way.

17. Stormwater management area shall be screened from adjacent properties with a heavily planted evergreen buffer along the north, east and west sides to create an opaque screen, as approved by Staff.
18. Developer shall make reasonable efforts to tie directly to an existing offsite pipe including obtaining easements and agreements from the neighboring property. If direct tie-in is unavailable, daylighting the pond outfall pipe shall be done at least 30 feet from the property line.
19. Garbage pickup shall be from within the development.
20. No more than 10% of the residential units shall be permitted to be rented, as recorded in the HOA's declarations and covenants.
21. Developer shall install fencing and landscape material along western property line (adjacent to the Kalen Center) as shown on Exhibit B.

ITEM DESCRIPTION:

The submitted request, if approved, would allow for the construction of sixteen (16) 'For-Sale' townhomes on 2.28 acres. The proposed density is 7.02 dwelling units per acre. The applicant proposes a comprehensive land use plan amendment from 'Commercial' to 'High Density Residential' and a rezoning from C-2 (General Commercial) to R-8A/D (Dwelling, 'For-Sale', Attached/Detached Residential). Variances are requested to reduce setbacks, reduce undisturbed buffers, and reduce lot widths. The subject property is located at 0 State Highway and 572 North Main Street near the northeast corner of North Main Street and Vaughan Drive.

The undeveloped property is wooded. Surrounding properties are zoned R-8A to the north, C-2 to the west, and C-2 and CUP (Community Unit Plan) to the south. 321 Vaughan is located to the north, North Main Animal Hospital, The Kalen Center and The Parish Anglican Church are located to the west, City of Milton to the east and south, and Winthrop Chase to the south. The comprehensive land use plan designation of the property is 'Commercial', which requires an amendment to allow the proposed residential use.

As show in the table below, the applicant requests variances to modify R-8A development regulations (building setbacks and minimum lot width) and undisturbed buffer regulations in the Unified Development Code (UDC). The property is located in the Hwy 9/Georgia 400 Area Livable Centers Initiative (LCI), which has a vision to create a more walkable environment and refers to the City's Downtown regulations as it relates to appropriate design and site layout. Therefore, the variance to reduce the front setback is appropriate if the setback reduction is limited to no less than twenty feet (20') and minimum twenty-foot (20') townhome widths are supported in the Downtown. Adjacent properties to the west and north were previously granted variances to reduce and eliminate the 50' undisturbed buffer. Conditions of zoning related to 321 Vaughan state that the HOA documents contain an acknowledgement that the owners of the adjacent commercial tracts may seek a variance to reduce undisturbed buffers.

Applicant's Variance Requests

UDC Section	Applicant's Request	Notes
UDC Section 2.2.9(D)	Reduce R-8A front building setback from 65' to 15' and reduce lot width from 30' to 20' and 25'	Recommend a minimum 20' front setback and landscape strip along North Main Street
UDC Section 3.2.8(B)(1)	Reduce/eliminate 50' undisturbed buffers abutting non-residential uses	Recommend a minimum 10' planted buffer along the east and west property lines

The table below identifies nearby residential developments. The applicant's proposed density is less than densities approved at nearby townhome developments.

North Main Street – Residential Developments

Development Name	Type	Acres	Density
Applicant's Proposal	16 TH	2.28 acres	7.02 du/ac
Sonoma	47 TH	5.84 acres	8 du/ac
321 Vaughan Townhomes	36 TH	4.46 acres	8 du/ac
Winthrop Chase	82 SFD	17.44 acres	4.7 du/ac

SITE PLAN

The submitted site plan depicts sixteen (16), three (3) story 'For-Sale' townhomes with access from a new driveway off North Main Street. The applicant made attempts to gain access to the subject property through the adjacent townhome community to the north (321 Vaughan); however, the community was opposed to the request. A new private street and alleys provide access to the rear-loaded townhome units. The eight (8) townhome units fronting North Main Street are twenty-foot (20') wide and the rear units are 25' wide. The site plan depicts a fifteen-foot (15') setback along North Main Street. However, the townhomes would meet a twenty-foot (20') setback and landscape strip since the UDC allows a stoop or porch to encroach into this area. Ten-foot (10') side setbacks and a twenty-foot (20') rear setback is depicted on the site plan.

The site plan accommodates the North Main Street GDOT improvements, which includes ten-foot (10') sidewalks. Five-foot (5') sidewalks are depicted interior to the development and should connect to the public sidewalk. The applicant requests a variance to reduce or eliminate the required 50' undisturbed buffer to the east and west. If approved, minimum ten-foot (10') planted buffers are recommended along the west and east property lines.

Each townhome unit will have two (2) side-by-side parking spaces within a garage and a Code-compliant driveway accommodating two (2) additional cars. Nine (9) guest parking spaces are provided within the development near the mail kiosk. Parking exceeds the minimum requirement.

Tree save areas are depicted in the northwest and northeast corners of the property, which includes six (6) specimen trees and several trees of quality and tree groupings. In addition to being a tree save area, the rear portion of the property will be enhanced with supplemental plantings to create an amenity area for the townhome residents. A stormwater management facility is depicted at the rear of the development between the two (2) tree save areas. If approved, a direct connection is encouraged, and at-grade discharge shall be setback a minimum 30' from all property lines.

RENDERINGS

The applicant submitted renderings depicting three (3) story, rear-loaded townhomes in the Tudor Eclectic style and consisting primarily of brick and stone with board and batten and siding accents. According to the applicant, townhomes will have a minimum unit size of approximately 2,500 square feet. The property is located in the Highway 9/Georgia 400 LCI, which refers to the City's Downtown design regulations as the appropriate building design in the LCI study area. According to the City's Downtown Consultant, the proposed renderings comply with the design regulations in the Downtown Overlay.

TRAFFIC

Staff estimates that the proposed sixteen (16) townhome units would generate nine (9) AM Peak Hour trips and thirteen (13) PM Peak Hour trips.

SCHOOLS

Residential development is known to increase school enrollment. Fulton County calculated the potential maximum number of children who may live on the property by using the Fulton County Schools standard calculation to identify the number of children that a residential development will generate. The following chart outlines these figures:

FULTON COUNTY SCHOOLS – 16 'For-Sale' Townhomes

School	Single Family Average #
Alpharetta Elementary School	1 to 4 students

Hopewell Middle School	0 to 1 students
Cambridge High School	0 to 4 students
TOTAL	1 to 9 students

Based on the total figure for all three school levels, it can be assumed that the proposed development could house approximately 1 – 9 school age children. Numbers provided by Fulton County Schools show that all schools have an enrollment that is currently under capacity.

STANDARDS FOR COMPREHENSIVE LAND USE PLAN AMENDMENTS

Unified Development Code Section 4.1.3 Standards for CLUP amendment approval, provides the following criteria for consideration when evaluating a request for a change in land use:

A. The extent to which a change in the economy, land use or development opportunities of the area has occurred.

Response: Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses. In addition, commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses.

B. The extent to which the proposed designation is in compliance with the goals and policies of the Plan.

Response: The applicant's proposal is consistent with the goals and policies of the Horizon 2040 Comprehensive Plan. The subject property is located in the Hwy 9/Georgia 400 Area LCI which includes a vision for the area to become more walkable.

C. The extent to which the proposed designation would require changes in the provision of public facilities and services.

Response: The proposed change would not result in a significant demand on public facilities and services. Residential development on the property would likely generate fewer vehicular trips than a commercial use.

D. The extent to which the proposed designation would impact the public health, safety, and welfare.

Response: The proposed change to the future land use designation would not negatively impact public health, safety and welfare of the residents in the area. Commercial development on the property would likely generate more vehicular trips than the proposed residential use.

E. The extent to which additional land area is needed to be developed for a specific type of use.

Response: Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses.

F. The extent to which area demographics or projections are not occurring as projected.

Response: Not applicable.

STANDARDS FOR ZONING CHANGES

The Planning Commission and the City Council shall consider the following standards in considering a rezoning

application, giving due weight or priority to those factors particularly appropriate to the circumstances of each application:

a. Whether the zoning proposal will permit a use that is suitable in view of the zoning use and development of adjacent and nearby property.

Response: Surrounding properties are developed with a mix of commercial and residential uses, which is consistent with the vision of the Hwy 9/Georgia 400 Area LCI to evolve into a mixed-use, walkable environment.

b. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

Response: The zoning proposal would not adversely affect the existing use or usability of adjacent or nearby properties. Surrounding properties are developed with a mix of residential and commercial uses. Commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses.

c. Whether the zoning proposal will adversely affect the natural environment.

Response: The proposal should not have significant impacts on the natural environment. Significant tree saves areas are depicted on the applicant's site plan.

d. Whether there are substantial reasons why the property cannot or should not be used as currently zoned.

Response: The property is currently zoned C-2, which allows a variety of auto-oriented uses that are inconsistent with the vision for the area. Commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses.

e. Whether the zoning proposal will result in a use that will or could cause an excessive or burdensome use of public facilities or services, including but not limited to existing streets and transportation facilities, schools, water or sewer utilities, and police or fire protection.

Response: The zoning proposal would not cause an excessive burden on public facilities and services. The requested rezoning to allow a residential development would increase demand on schools and parks but reduce impacts on roads.

f. Whether the zoning proposal is supported by new or changing conditions not anticipated or reflected in the existing zoning on the property.

Response: Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses.

g. Whether the zoning proposal reflects a reasonable balance between the promotion of the public health, safety, morality or general welfare against the right to unrestricted use of property.

Response: The request should not negatively impact public health, safety or welfare. Residential development on the property would likely generate fewer vehicular trips than a commercial use.

h. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning.

Response: The property is currently zoned C-2, which allows a variety of auto-oriented uses that are inconsistent with the vision for the area. Commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses.

- i. The extent to which the zoning proposal is consistent with the Comprehensive Plan.

Response: The comprehensive land use plan designation of the property is 'Commercial', which requires an amendment to allow the proposed zoning and residential use.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

- (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: The property is situated between non-residential and residential properties, which contributes to the requested variance to reduce undisturbed buffers. Buffer variances approved on adjacent properties required an acknowledgement from those properties that the subject property could seek a similar variance to reduce buffers with the adjacent properties being supportive of a similar, reasonable variance request. In addition, the property is located in the Hwy 9/Georgia 400 Area LCI which refers to the City's Downtown regulations as it relates to appropriate design and site layout. The variance request to reduce the front setback along North Main Street and reduce lot widths is consistent with the vision for the area.

- (2) The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: Application of the ordinance would create an unnecessary hardship. The property is situated between non-residential and residential properties, which contributes to the requested variance to reduce undisturbed buffers. Buffer variances approved on adjacent properties required an acknowledgement from those properties that the subject property could seek a similar variance to reduce buffers with the adjacent properties being supportive of a similar, reasonable variance request. In addition, the property is located in the Hwy 9/Georgia 400 Area LCI which refers to the City's Downtown regulations as it relates to appropriate design and site layout. The variance request to reduce the front setback along North Main Street and reduce lot widths is consistent with the vision for the area.

- (3) There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: The property is situated between non-residential and residential properties, which contributes to the requested variance to reduce undisturbed buffers. Buffer variances approved on adjacent properties required an acknowledgement from those properties that the subject property could seek a similar variance to reduce buffers with the adjacent properties being supportive of a similar, reasonable variance request. In addition, the property is located in the Hwy 9/Georgia 400 Area LCI which refers to the City's Downtown regulations as it relates to appropriate design and site layout. The variance request to reduce the front setback along North Main Street and reduce lot widths is consistent with the vision for the area.

- (4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: Relief, if granted, would not cause a substantial detriment to the public good. The property has hardships that support the applicant's proposed variances.

CONCURRENCES

Staff has reviewed the applicant's proposal against the established review criteria for a comprehensive land use plan amendment, rezoning and variance. The zoning proposal is consistent with the goals and policies of the Horizon 2040 Comprehensive Plan and vision of the Hwy 9/Georgia 400 Area LCI. Given the current state of retail and abundance of available commercial space, additional land area is not needed to develop commercial uses. In addition, commercial development on the subject property would not meet the minimum separation requirement for an alcohol license from the surrounding residential and church uses.

There are exceptional conditions pertaining to the property due to being situated between non-residential and residential properties, as well as being located in the Hwy 9/Georgia 400 Area LCI. Buffer variances approved on adjacent properties required an acknowledgement from those properties that the subject property could seek a similar variance to reduce buffers with the adjacent properties being supportive of a similar, reasonable variance request. Also, the front setback reduction along North Main Street and lot width reduction is consistent with the vision for the area to evolve into a walkable environment similar to Downtown.

CITIZEN PARTICIPATION PLAN

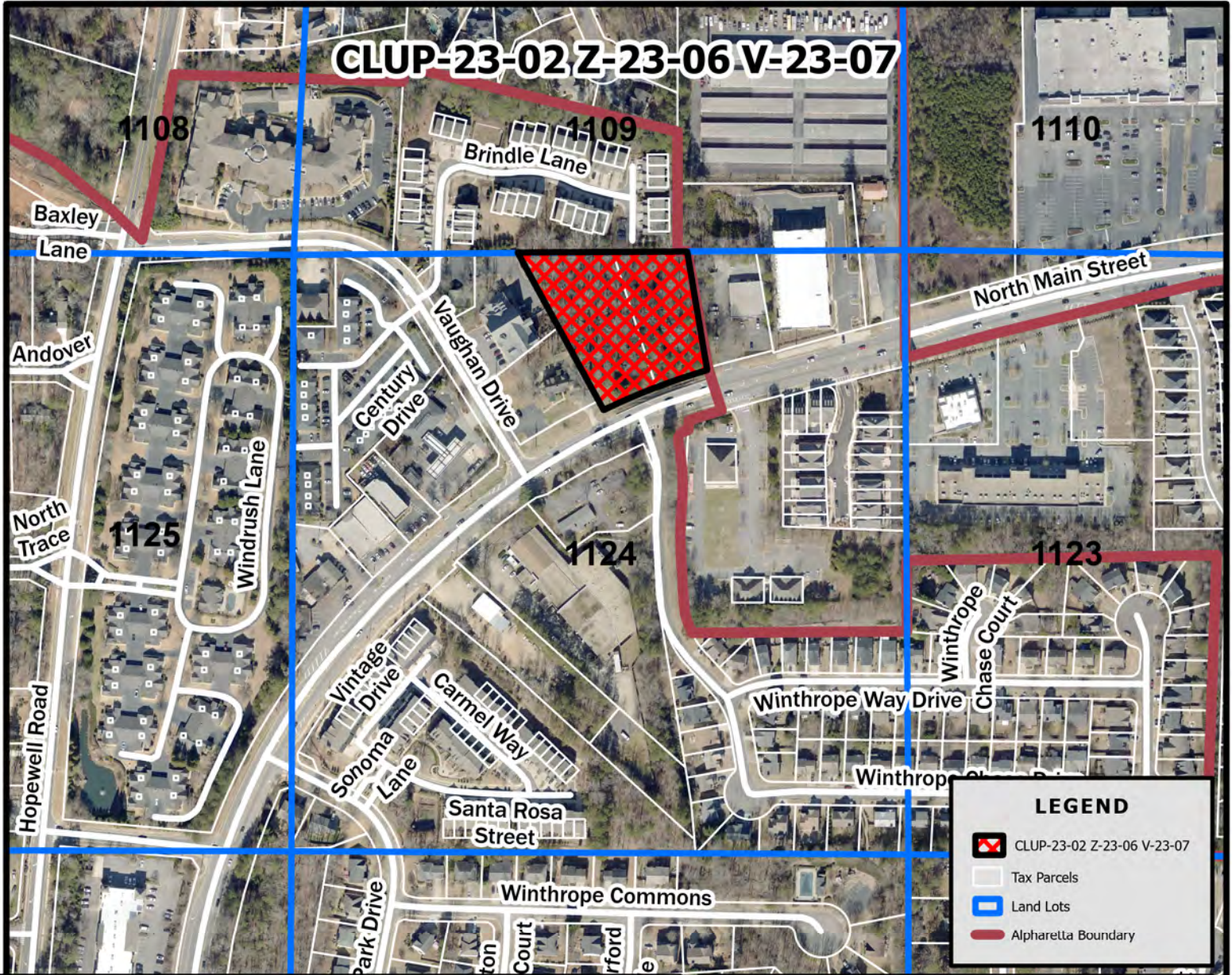
The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that two (2) adjacent property owners reached out with concerns over trees, privacy and undisturbed buffer variance. The applicant met on-site with the owners of The Kalen Center who requested a masonry wall and extension of an existing wrought iron fence along the common property line in order to resolve their concerns.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on April 12, 2023. There were no public comments on the sign-in sheet. However, the applicant had a few questions about the affordability of the townhomes.

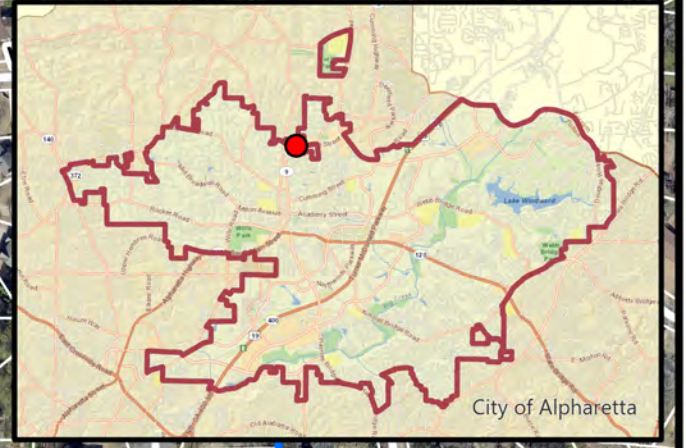
ATTACHMENTS:
• Aerial Map • Zoning Map • Future Land Use Map • Location Map • Latest Site Plan • Tree & Planting Plans • Exhibit A – Renderings • Exhibit B – Kalen Center Screening Plan • CZIM Sign In Sheet • Citizen Part B • Public Comment • Application

CLUP-23-02 Z-23-06 V-23-07



LEGEND

- CLUP-23-02 Z-23-06 V-23-07
- Tax Parcels
- Land Lots
- Alpharetta Boundary

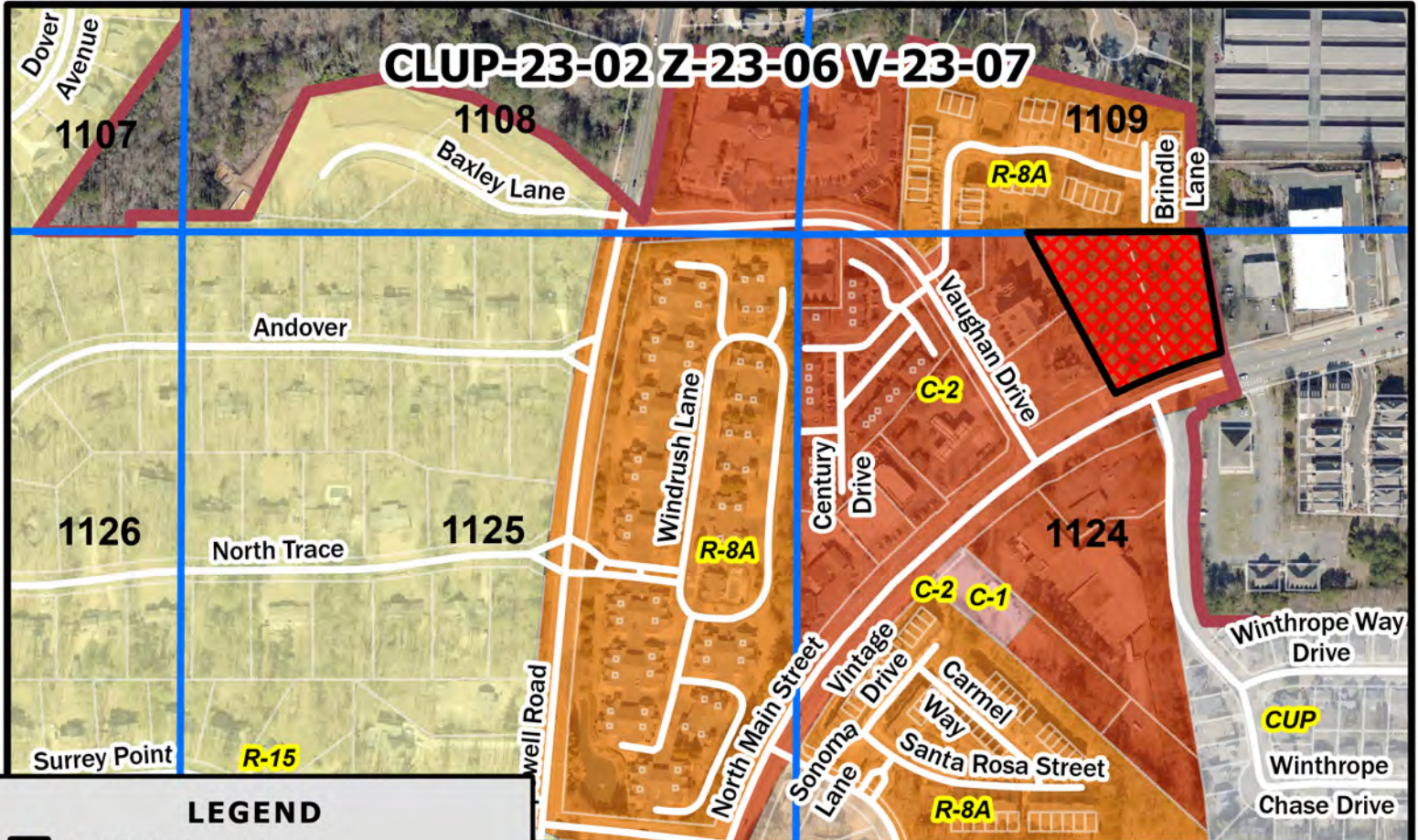


CLUP-23-02 Z-23-06 V-23-07
D/LL: 2/2/1124
PC: 4/13/23
CC: 4/24/23

Aerial Map
North Main Street Townhomes
572 North Main Street & 0 State Highway 9



CLUP-23-02 Z-23-06 V-23-07



LEGEND

CLUP-23-02 Z-23-06 V-23-07

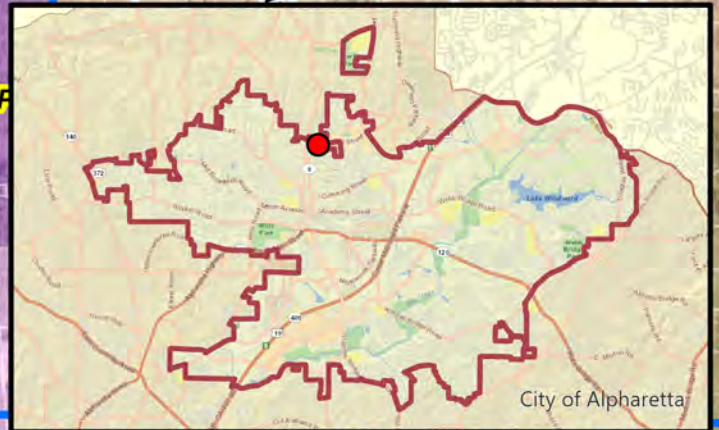
Tax Parcels

Land Lots

Alpharetta Boundary

Zoning Districts

- AG Agriculture
- RE Residential Estates
- R Single Family Detached Residential
- R-22 Single Family Detached Residential
- R-15 Single Family Detached Residential
- R-12 Single Family Detached Residential
- R-10 Single Family Detached Residential
- R-4A Single Family Detached Residential (Low Density)
- R-8A Single Family Attached Residential (Medium Density)
- R-10M Multiple Family Residential (HD - Historic District)
- CUP Community Unit Plan
- O-P Office Professional
- O-I Office Institutional
- MU Mixed Use
- C-1 Neighborhood Commercial
- C-2 General Commercial
- PSC Planned Shopping Center
- L-I Light Industrial
- OSR Open Space and Recreational
- SU Special Use
- R-8D Single Family Detached Residential
- R-4D Single Family Detached Residential (Medium Density)
- R-8A/D Single Family Attached/Detached Residential
- DT-C Downtown Core
- DT-MU Downtown Mixed-Use
- DT-LW Downtown Live-Work
- DT-R Downtown Residential



CLUP-23-02 Z-23-06 V-23-07

D/LL: 2/2/1124

PC: 4/13/23

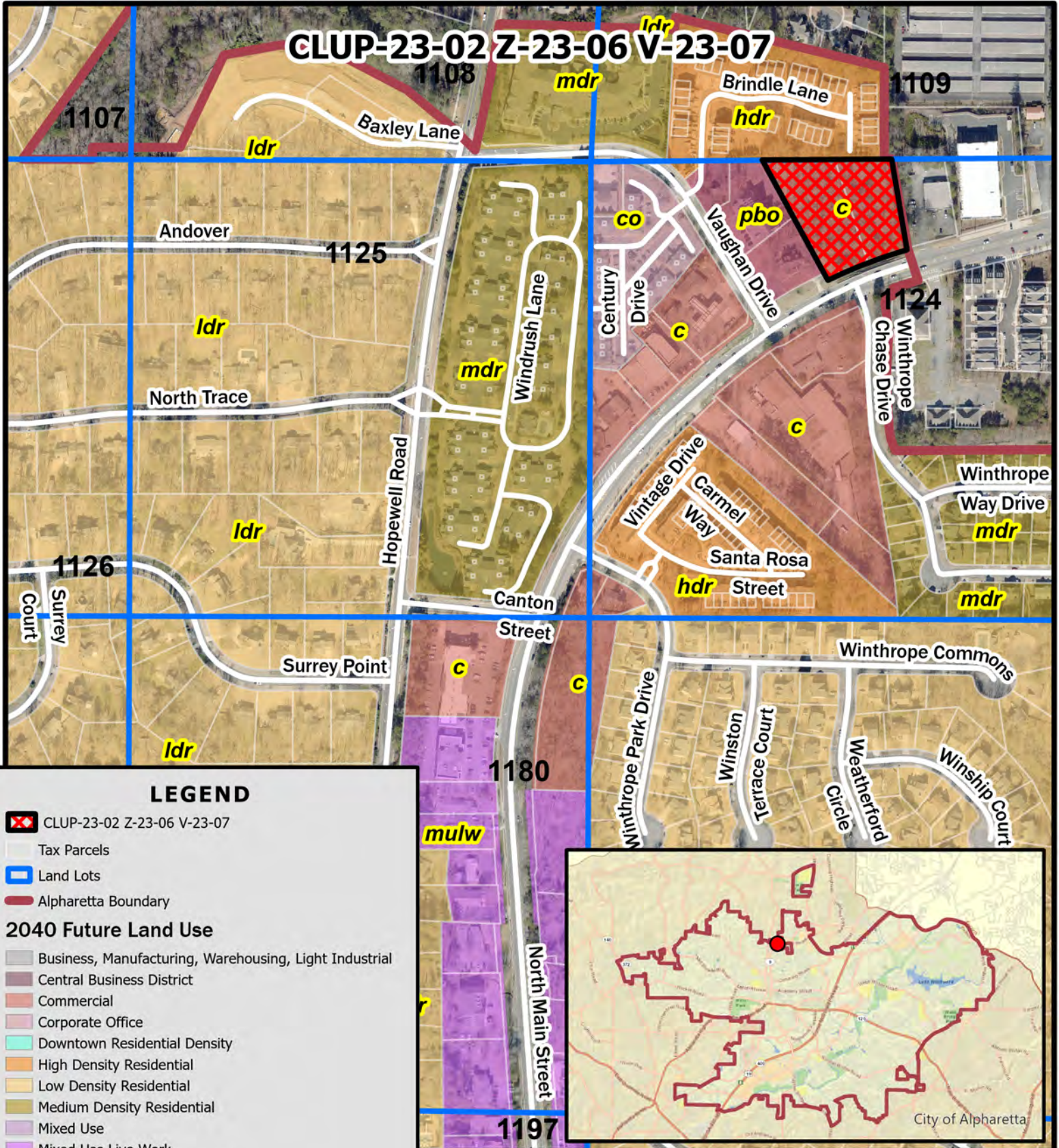
CC: 4/24/23

Zoning Map

North Main Street Townhomes

572 North Main Street & 0 State Highway 9

CLUP-23-02 Z-23-06 V-23-07



LEGEND

CLUP-23-02 Z-23-06 V-23-07

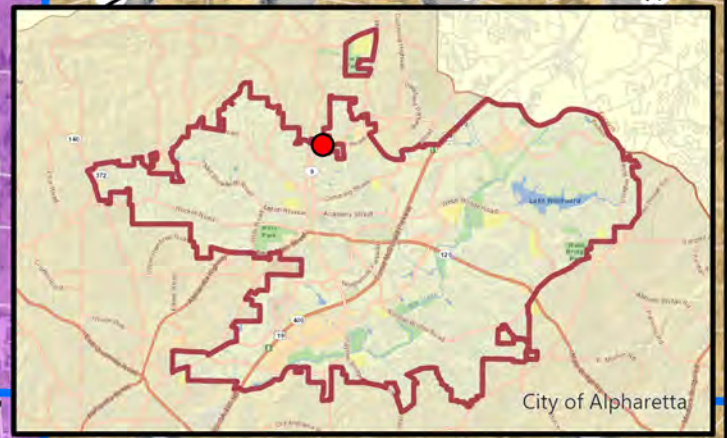
Tax Parcels

Land Lots

Alpharetta Boundary

2040 Future Land Use

- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential



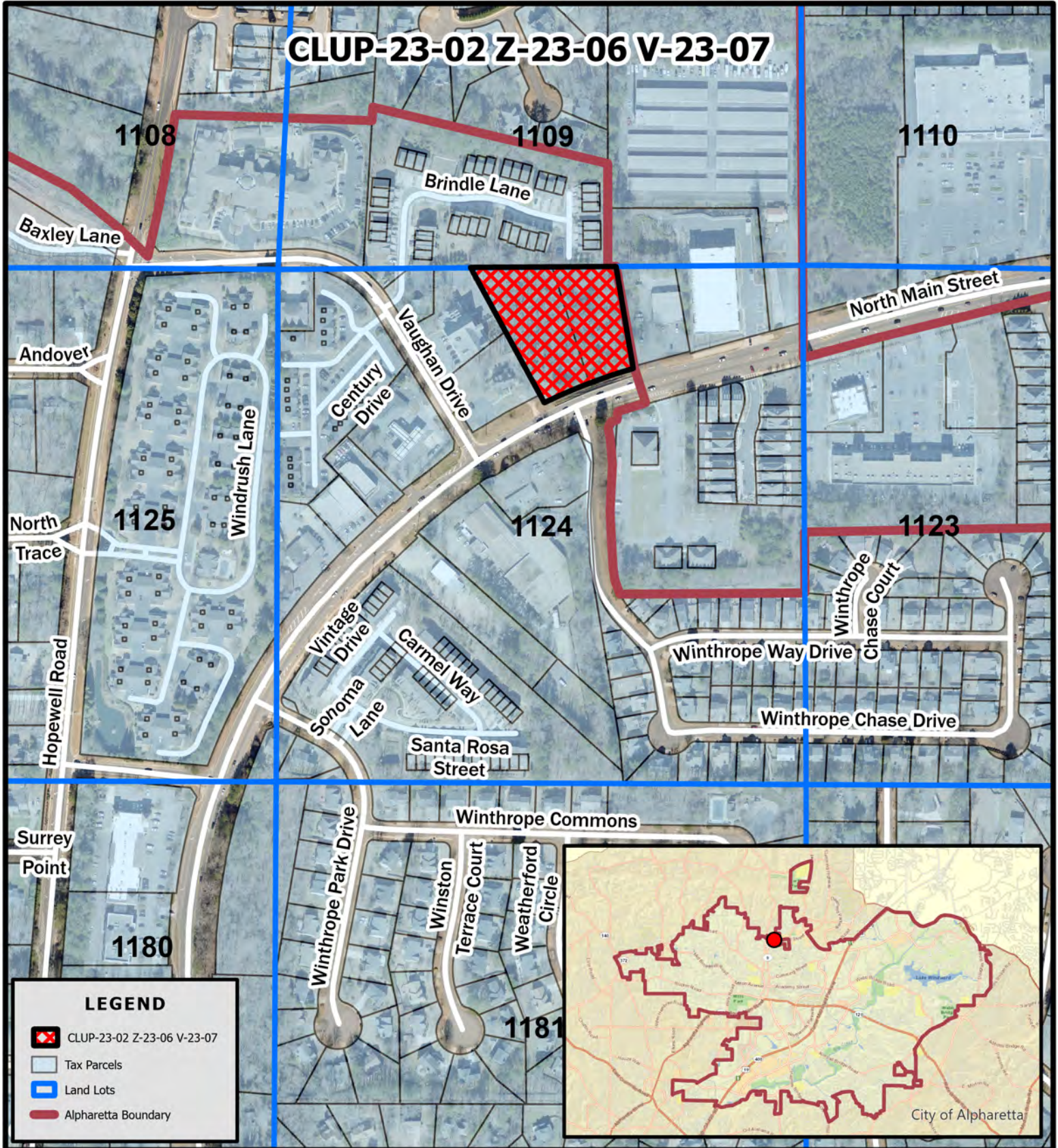
CLUP-23-02 Z-23-06 V-23-07

D/LL: 2/2/1124

PC: 4/13/23

CC: 4/24/23

CLUP-23-02 Z-23-06 V-23-07



CLUP-23-02 Z-23-06 V-23-07

D/LL: 2/2/1124

PC: 4/13/23

CC: 4/24/23

Location Map

North Main Street Townhomes

572 North Main Street & 0 State Highway 9

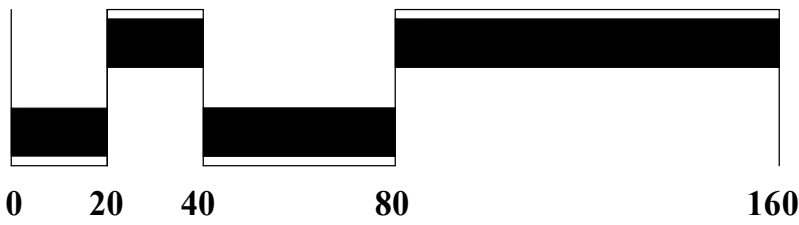
Rezoning Plat

Main Street Townhomes

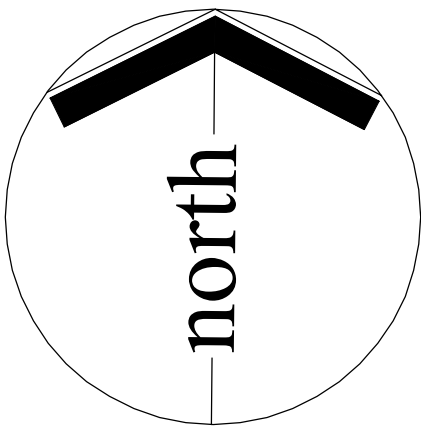
City of Alpharetta, Georgia Land Lot 1124, 2nd District, 2nd Section

prepared for:

Mr. Bernie Smith
Greenland Properties, LLC
4670 Jefferson Township Lane
Marietta, GA 30066



Scale: 1" = 40'



June 1, 2023

DGM
LAND PLANNING
CONSULTANTS, INC.



1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM

Site Data

Total Site Area: 2.28 AC
Present Zoning: C-2
Proposed Zoning: R-8A/D
Total Units Shown: 16
Density: 7.02 UN/AC
Proposed Building Setbacks:

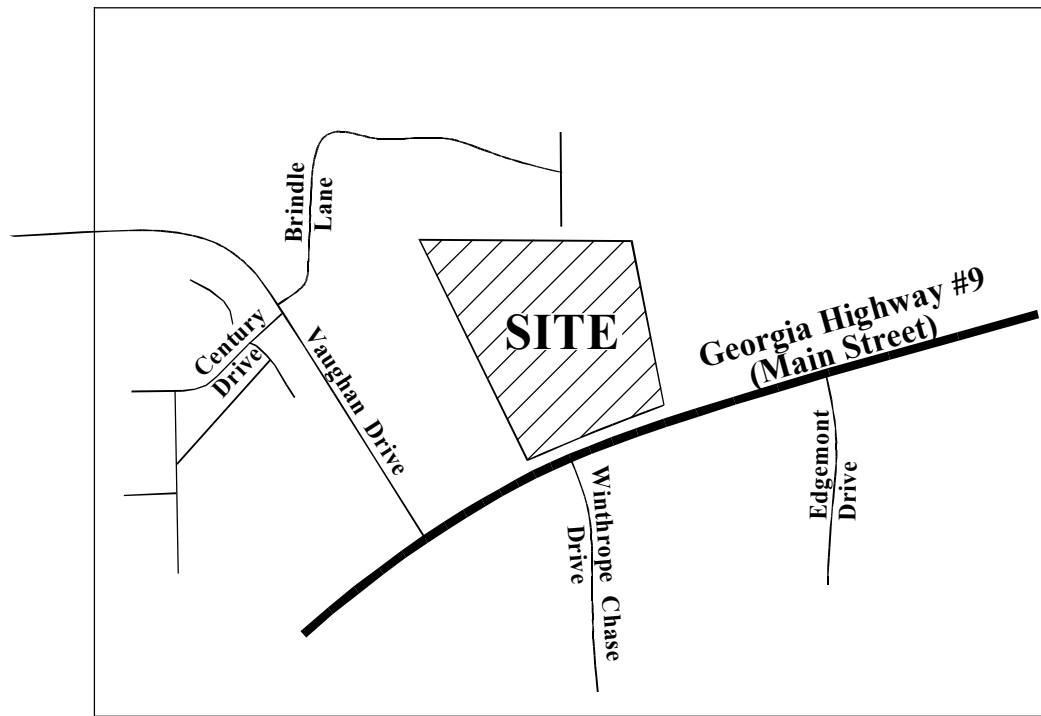
front: 15* (variance requested)
side: 10* (variance requested)
rear: 20* (variance requested)

General Notes:

1. Boundary by Brumbelow-Reese and Associates, Inc., dated July 26, 1996.
2. Topographic information from Fulton County GIS.
3. According to Flood Insurance Rate Map (FIRM) #13121C0058F, September 18, 2013, no portion of this site contains floodplain.
4. No cemeteries are known to exist on site.
5. No streams and/or wetlands are known to exist on site.
6. No archeological or architectural landmarks are known to exist on site.
7. No utility easements are known to exist on site.
8. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

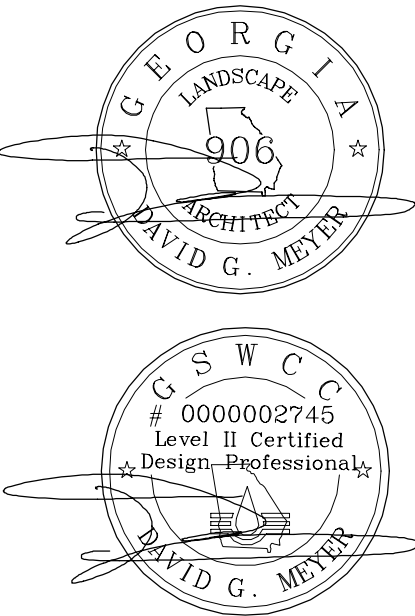
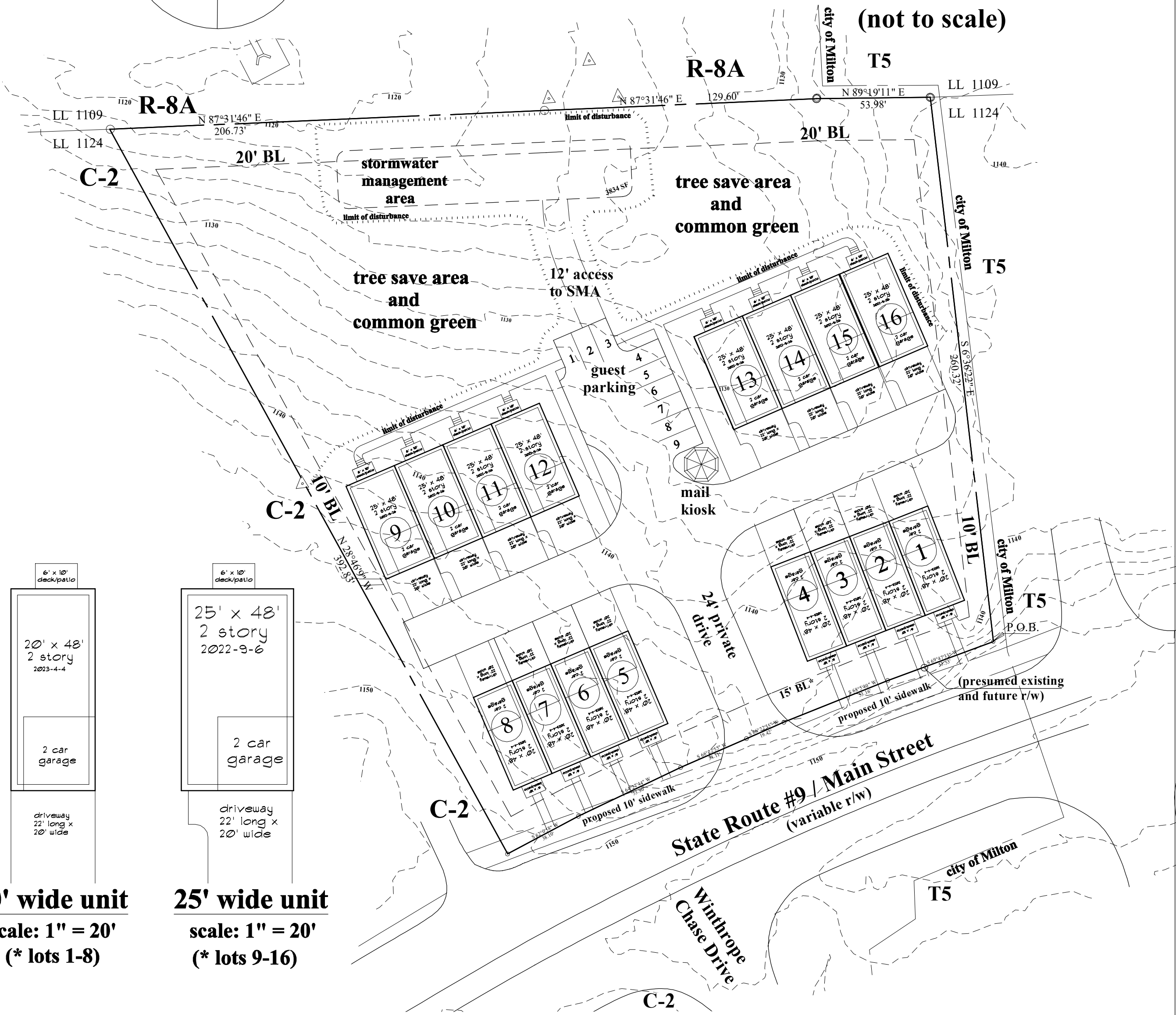
20' wide unit
scale: 1" = 20'
(* lots 1-8)

25' wide unit
scale: 1" = 20'
(* lots 9-16)



location map

(not to scale)



-
- Two photographs of a tree trunk showing dead leader and major limbs. Red arrows point to dead branches, with a label "Dead leader and +5 dead major limbs."

-

-
- Not sound per sounding with City Arborist on site

A close-up photograph showing ivy leaves growing on the bark of two tree trunks. A red dashed line is drawn diagonally across the image, separating the ivy-covered area from the upper part of the tree trunks.

-



SCALE 1" = 30'



30' 0' 30'

DRAWN BY:	THE
JURISDICTION:	CITY OF ALPHARETTA
DATE:	MARCH 29, 2023

T.2



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Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings



Exhibit A - Renderings



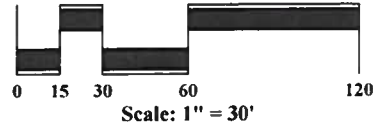
Screening Exhibit

Main Street Townhomes

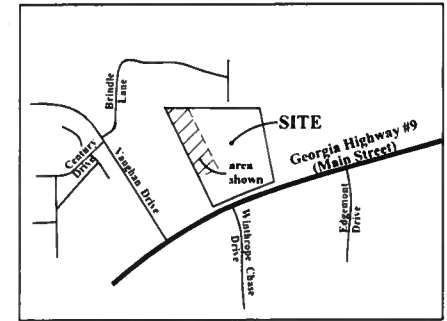
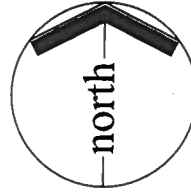
City of Alpharetta, Georgia Land Lot 1124, 2nd District, 2nd Section

prepared for:

Mr. Bernie Smith
Greenland Properties, LLC
4670 Jefferson Township Lane
Marietta, GA 30066



June 16, 2023



location map
(not to scale)

DGM

LAND PLANNING
CONSULTANTS, INC.



1635 Old Hwy 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM



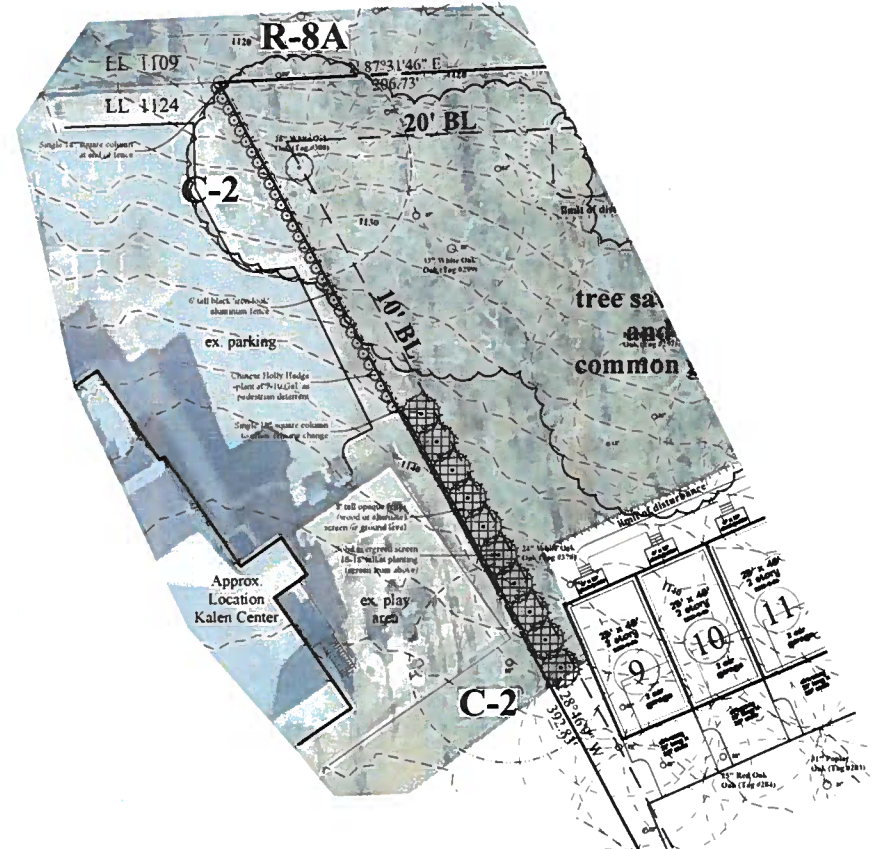
Chinese Holly Hedge



Cryptomeria Screen



Aluminum Fence



Community Zoning Information Meeting (CZIM)

April 12, 2023

Please sign-in and leave your comments and/or concerns.

CLUP-23-02/Z-23-06/V-23-07 / North Main Street Townhomes

NAME	ADDRESS	COMMENTS
Swanton Davis	1660 CHEVRON WAY Sandy Spgs. 30350	

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: N Main Street Townhomes

Contact Name: Rob Hosack Telephone: 770.235.5662

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Please see attached.

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> |

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Letter to the individuals will contain a phone number and email address, to provide an opportunity to contact applicant with questions or concerns about the proposal.

CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: N Main Street Townhomes

Contact Name: Rob Hosack

Telephone: 770.235.5662

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

During the CZIM on 4-12-23, there were a few interested persons who asked about the affordability of the proposed town home units.

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☒

Other *(Please Specify)*

CZIM Meeting on 4-12-23

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: _____



Digitally signed by Rob Hosack
Date: 2023.04.14 10:33:24 -04'00'

Date: 4-14-23

Print Form

D R HORTON INC
P.O. BOX 54
ALPHARETTA GA 30009

CUCE CAGDAS & KAAN
115 BRINDLE LN
ALPHARETTA GA 30009-2443

ABBOTT VIRGINIA M
128 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST NW STE 1010
ATLANTA GA 30309

THIYAGARAJAN VENKATACHALAM & MUTHU
RAMAN MEENAKSHI
111 BRINDLE LN
ALPHARETTA GA 30009

CAO JENNA
126 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
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FOWLER KENDAL B & BENITA E
110 BRINDLE LANE
ALPHARETTA GA 30009

FINNIH GANIYU
122 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST NW STE 1010
ATLANTA GA 30309

COUGHLIN THOMAS & LORI
112 BRINDLE LANE
ALPHARETTA GA 30009

MARTENS PATRICIA M
118 BRINDLE LANE
ALPHARETTA GA 30009

JENMARK COMPANY LLC
633 N MAIN ST
ALPHARETTA GA 30009

SERA DEVIN
114 BRINDLE LANE
ALPHARETTA GA 30009

BATRA NAVDEEP & CHAWLA SHEENUM
1022 EDMONT DR
ALPHARETTA GA 30004

WINTHROPE HOMEOWNERS ASSOC
500 SUGAR MILL RD STE 200B
SANDY SPRINGS GA 30350-2887

MEHOK MARK
142 BRINDLE LANE
ALPHARETTA GA 30009

EBN HOLDINGS INC
3040 WELLINGTON RD
ALPHARETTA GA 30022

BLAKE ROBERT
101 BRINDLE LANE
ALPHARETTA GA 30009

ERICKSON NICHOLAS P
138 BRINDLE LANE
ALPHARETTA GA 30009

FARID SHAHNAWAZ
1019 EDMONT DR
ALPHARETTA GA 30009

SHIN JOHN J & JUDY Y
154 BRINDLE LANE
ALPHARETTA GA 30009

NICHOLSON ANTHONY & NICHOLSON CLAI
RE
136 BRINDLE LANE
ALPHARETTA GA 30009

IYESA VIOLET & JULIUS LEONIDAS
1015 EDMONT DR
ALPHARETTA GA 30009

THOMAS RANDY JR & LYONS WHITNEY
152 BRINDLE LN
ALPHARETTA GA 30009

MAGEE MARK
134 BRINDLE LANE
ALPHARETTA GA 30009

QUAN WEI & LIANG MEILI
613 N MAIN ST
ALPHARETTA GA 30009

ADAMS CRAIG A & ROBIN L
150 BRINDLE LN
ALPHARETTA GA 30009

GRENDA CHAD A
132 BRINDLE LN
ALPHARETTA GA 30009

MASTER NOEL FELIX & JENISH NOEL
617 N MAIN ST
ALPHARETTA GA 30009

BUTTERS PROPERTY LLC
562 N MAIN ST
ALPHARETTA GA 30009

LL FAMILY INVESTMENTS LLC
125 BROAD ST SW
ATLANTA GA 30303-3437

VAUGHAN COMMUNITY ASSOCIATION INC
5256 PEACHTREE RD STE 195
ATLANTA GA 30341

ALEMBIK JUDITH M
201 ALLEN RD # 300
ATLANTA GA 30328

FSM HOLDINGS LLC
680 GREENVIEW TER
ALPHARETTA GA 30004

PANWAR ANUJ
1031 EDMONT DR
ALPHARETTA GA 30009

RICHARD STEPHEN D
2922 GLEN HAVEN DR
GAINESVILLE GA 30504

FIRST CLASSIC HOME INC
3756 LAVISTA RD STE 200
TUCKER GA 30084

LOPEZ CLAUDIA & GRANADOS JESUS
1006 EDMONT DR
ALPHARETTA GA 30009

HIGH GROUND PROPERTIES LLC
325 COACH HOUSE LANE
ALPHARETTA GA 30004

YOUNIS HANY & SARIEH NOREEN E
106 BRINDLE LANE
ALPHARETTA GA 30009

GANESAN NARAYANAN
1002 EDMONT DR
ALPHARETTA GA 30009

DAVIS HEATHER
620 SOUTHFIELD PL
ALPHARETTA GA 30004

VUDUTALA SAI KIRAN & RAMESH RASHMI
119 BRINDLE LANE
ALPHARETTA GA 30009

FLINT MARCUS ELIJAH & FLINT CASEY J
1007 EDMONT DR
ALPHARETTA GA 30009

ELLINGTON PHILIP W JR
870 SOUTHFIELD LANE
ALPHARETTA GA 30004

JOHNSON ANTAR B
113 BRINDLE LN
ALPHARETTA GA 30009

POPE RITA M
1003 EDMONT DR
ALPHARETTA GA 30009

WB HOLDINGS STONEWOOD WEST LLC
12650 CRABAPPLE RD STE 200
ALPHARETTA GA 30004

WALL MARK DOUGLAS & CHRISTINA MARIE
109 BRINDLE LN
ALPHARETTA GA 30009

SADINENI TEJASWI
611 N MAIN ST
ALPHARETTA GA 30009

SOUTHERN BELL TEL & TEL CO
P.O. BOX 2211
ATLANTA GA 30301-2211

JACOBS MARY FRANCES & MICKY
116 BRINDLE LANE
ALPHARETTA GA 30009

ALPHA FOOD LLC
525 BROOK MANOR DR
JOHNS CREEK GA 30022

STORAGE TRUST PROPERTIES L P
P.O. BOX 25025
GLENDALE CA 91201

LEE DAVID C JR & MARRYOTT KIMBERLY
S
140 BRINDLE LANE
ALPHARETTA GA 30009

LEAK DARRELL L & IRIS D
610 SOUTHFIELD PL
ALPHARETTA GA 30004

LL FAMILY INVESTMENTS LLC
125 BROAD ST SW
ATLANTA GA 30303

LIMA MOKWANG DENISE & LINDSAY RICH
ARD
120 BRINDLE LN
ALPHARETTA GA 30009

KHAN ASGHAR & SHAMAILA MARRYAM
615 SOUTHFIELD PL
ALPHARETTA GA 30004

AKBER SHAHZAN & AKBER SARAH
860 SOUTHFIELD LANE
ALPHARETTA GA 30004

KAMBHAMPATI AKHILA & AKKINENI VIJAY
121 BRINDLE LANE
ALPHARETTA GA 30009

SHAH BHAVESH N & SHAH AARTI B
1010 EDMONT DR
ALPHARETTA GA 30009

231 VAUGHN LLC
231 VAUGHN DR
ALPHARETTA GA 30009-2333

TOWNS ROBERT C & LAURA B
108 BRINDLE LANE
ALPHARETTA GA 30009

SILVA VICTORIA & MONROE JONATHAN
1011 EDMONT DR
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST. NW ST NW STE
1010
ATLANTA GA 30309

SANTHANAKRISHNAN RAAJ PRADEEP
117 BRINDLE LANE
ALPHARETTA GA 30009

BOZA ALEXANDER RAFAEL
615 N MAIN ST
ALPHARETTA GA 30009

ALPHARETTA RETIREMENT RESIDENCE LLC
9310 NE VANCOUVER MALL DR STE 200
VANCOUVER WA 98662

GILLESPIE MICHAEL D & EMILY BELCHER
148 BRINDLE LN
ALPHARETTA GA 30009

EDMONT ON MAIN TOWNHOME ASSOCIAT
ION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

CARAHAN PAUL C & ANA
146 BRINDLE LN
ALPHARETTA GA 30009

HASTA LA VISTA LLC
15 BOONES RIDGE PKWY SE
ACWORTH GA 30102

MUHAMMAD & MEHREEN JEHANARA SIDDIQ
UI LIVING TRUST
144 BRINDLE LANE
ALPHARETTA GA 30009

WOOD GEORGE ANNA WOOD JASON DAVID
103 BRINDLE LANE
ALPHARETTA GA 30009

FRANCOIS MIRELA PICCININ & POMPEU
JEAN POPOVICHE
130 BRINDLE LANE
ALPHARETTA GA 30009

BOMMADEVARA RAJESH BABU & ITONG RE
YES MA JURNALYN
125 BRINDLE LANE
ALPHARETTA GA 30005

CHAVVA SHARATH CHANDRA & NUNE NIKH
ITHA
1018 EDMONT DR
ALPHARETTA GA 30009

SAYE LINDA
123 BRINDLE LANE
ALPHARETTA GA 30009

RAZVI SYED & SAYEED JABEEN FATIMA
1023 EDMONT DR
ALPHARETTA GA 30009

HURLEY DOUG & HURLEY JANIE
105 BRINDLE LANE
ALPHARETTA GA 30009

SHAH HEMALKUMAR & SONA
1014 EDMONT DR
ALPHARETTA GA 30009

BH3, LLC
309 N Rampart Street
Canton, Georgia 30114
770-235-5662
rhosack@outlook.com



Rob Hosack, AICP
Director of Governmental Affairs

April 6, 2023

Neighboring Property Owner
CLUP-23-02/Z-23-06/V-23-07

Dear Neighbor:

My name is Rob Hosack, and I am assisting Greenland Property Developers, LLC with a rezoning application in the City of Alpharetta.

Our application is scheduled for public hearings with the Alpharetta Planning Commission on Thursday, May 4, 2023, at 6:30 pm and with the Alpharetta Mayor and Council on Monday, May 22, 2023, at 6:30 pm. Both public hearings will take place at Council Chambers in Alpharetta City Hall, which is located at 2 Park Plaza, Alpharetta, Georgia 30009.

Our application seeks to change the Comprehensive Land Use Plan Designation for the property from Commercial to Residential and to rezone the property from C-2 to R-8A/D. We are also requesting some minor concurrent variances to the setback requirements to better comply with the city's downtown overlay requirements.

As part of our rezoning application, we are proposing the development of a 17-unit luxury, single-family, owner-occupied townhome community. As part of our application, we will be filing a stipulation letter detailing architectural controls, Homeowner Association Provisions, and other agreeable conditions to ensure a quality development with long term value.

A copy of our most recently revised site plan is attached for your information.

If you have any questions or comments, please feel free to contact me by cell phone at 770.235.5662. If you prefer email communication, please don't hesitate to email me at rhosack@outlook.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Hosack", is written over a light blue rectangular background.

Rob Hosack, Applicant's Representative

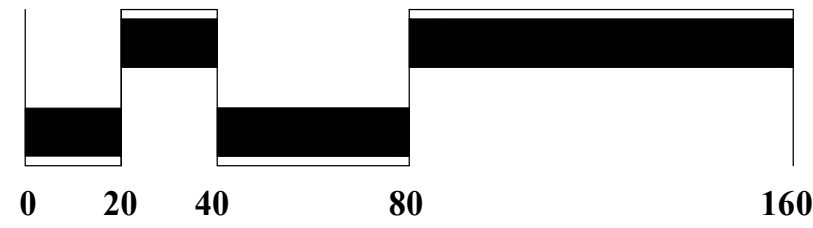
Rezoning Plat

Main Street Townhomes

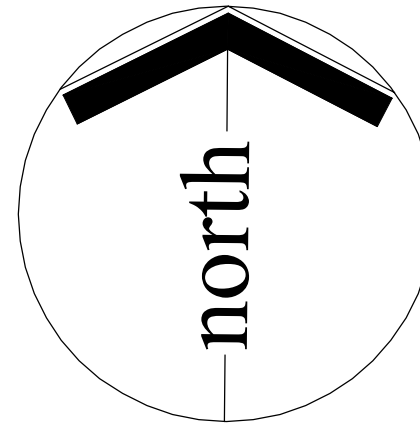
City of Alpharetta, Georgia Land Lot 1124, 2nd District, 2nd Section

prepared for:

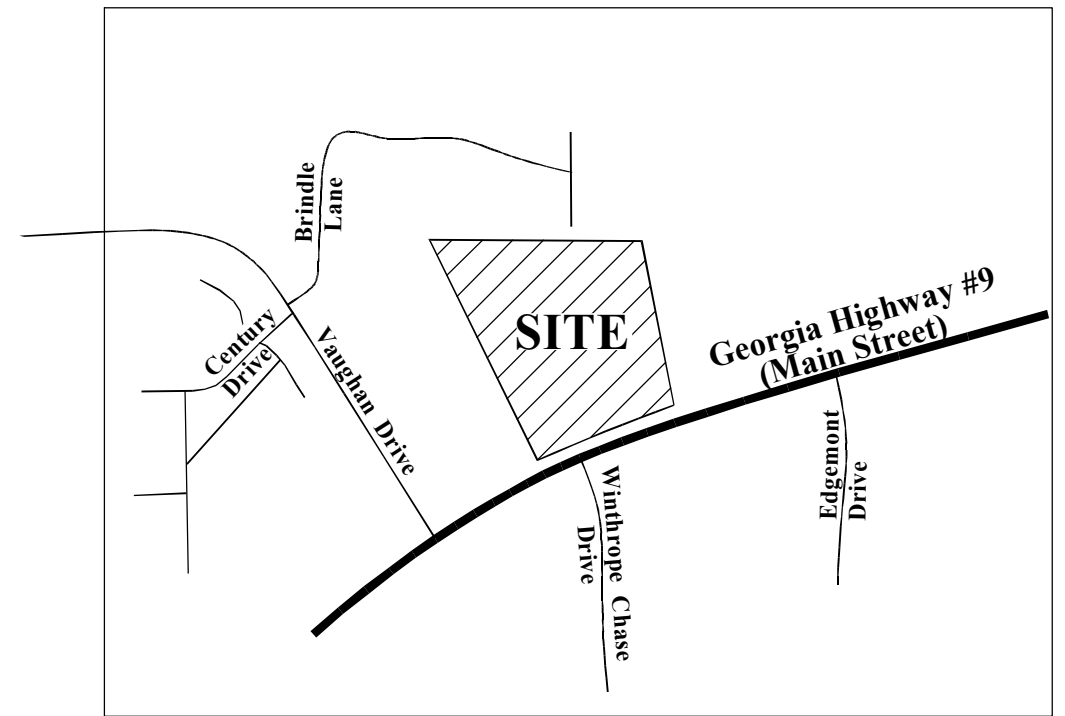
Mr. Bernie Smith
Greenland Properties, LLC
4670 Jefferson Township Lane
Marietta, GA 30066



Scale: 1" = 40'



April 3, 2023



location map

(not to scale)

DGM

LAND PLANNING
CONSULTANTS, INC.



1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM

Site Data

Total Site Area: 2.28 AC
Present Zoning: C-2
Proposed Zoning: R-8A/D
Total Units Shown: 17
Density: 7.46 UN/AC
Proposed Building Setbacks:

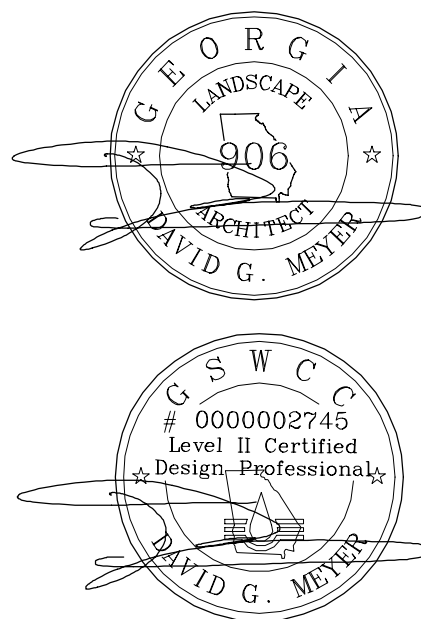
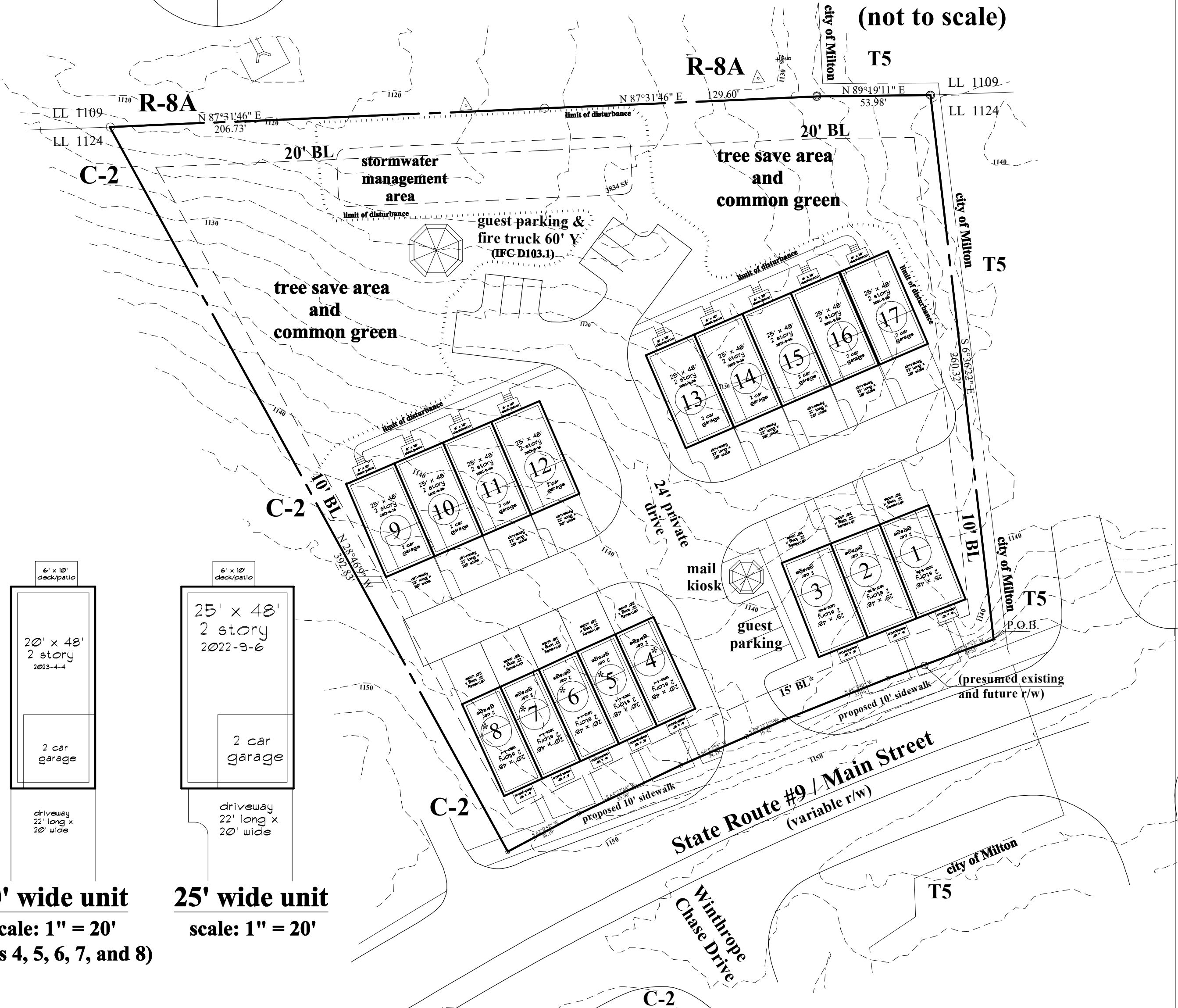
front: 15* (variance requested)
side: 10* (variance requested)
rear: 20* (variance requested)

General Notes:

1. Boundary by Brumbelow-Reese and Associates, Inc., dated July 26, 1996.
2. Topographic information from Fulton County GIS.
3. According to Flood Insurance Rate Map (FIRM) #13121C0058F, September 18, 2013, no portion of this site contains floodplain.
4. No cemeteries are known to exist on site.
5. No streams and/or wetlands are known to exist on site.
6. No archeological or architectural landmarks are known to exist on site.
7. No utility easements are known to exist on site.
8. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.

20' wide unit
scale: 1" = 20'
(* lots 4, 5, 6, 7, and 8)

25' wide unit
scale: 1" = 20'



From: [Fred Moeller](#)
To: [Woodman, Michael](#)
Subject: Regarding CLUP--23-02/Z-23-06/V-23-07 North Main Street Townhomes
Date: Thursday, May 25, 2023 8:11:24 AM
Attachments: [image003.jpg](#)



This message could be suspicious

- The sender's email address couldn't be verified.
- This is their first email to the City of Alpharetta.

Mark as Safe

Report this Email

Powered by Mimecast

Michael,

We are in opposition of the North Main Street Townhomes request for reduced setbacks and reduced undisturbed buffers. If the City allows their request for variances the result would be a decrease in the value of our property. We operate services in which children use the playground, and the reduction of buffers and setbacks would decrease security of a safe buffer zone from the residential locations. We are also requesting a privacy barrier to be installed along the adjoining property lines if the rezoning is approved for residential. The privacy barrier expected would need to be in the form of trees and fencing.

Please let me know a time we could have a call, as I was not able to attend the Public Hearings and would like any updates.

Sincerely,

Moeller MA Final Logo



Fred Moeller, President
Moeller and Associates, Inc.
201 Vaughan Drive
Alpharetta, Georgia 30009
Office: 770-410-5788

Fax: 770-410-4041

www.moellerassociates.com

fred@moellerassociates.com

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: _____

PH #: _____

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: Rob Hosack

Telephone: 770-235-5662

Address: 309 N Rampart Street

Suite: _____

City: Canton

State: GA

Zip: 30114

Fax: _____

Mobile Tel: 770-235-5662

Email: rhosack@outlook.com

Subject Property Information:

Address: 5572 N Main Street and 0 State Hgwy 9

Current Zoning: C-2

District: 2

Section: 2nd

Land Lot: 1124

Parcel ID: 22496011241761 and 22496011241779

Proposed Zoning: R-8 A/D

Current Use: Undeveloped

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☒ Comprehensive Plan Amendment

☒ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Exception

☐ Other (Specify): _____

Letter of Intent
Greenland Property Developers, LLC
Request for Comp Plan Amendment, Rezoning and Variances
5572 N Main Street
Alpharetta, Georgia

Applicant is requesting that the 2.28-acre tract be rezoned from C-2 to R-8A/D, for the purpose of constructing a luxury, single family, owner occupied townhome subdivision, consisting of 16 units, each with 2 car garages. The proposed minimum house size will be 2,496 square feet (2,083 heated). Applicant will be filing a stipulation letter detailing architectural controls, homeowner association provisions and other agreeable conditions to ensure a quality rezoning and development. Applicant envisions the architectural style of the townhomes to be consistent with the attached renderings. Applicant will be the developer of the property and intends to coordinate the vertical construction of the townhomes with a builder group. Applicant is currently negotiating with a local townhome builder, as well as national builder groups including Taylor Morrison, Lennar and Toll Brothers.

Applicant is requesting concurrent variances (please see explanation of hardships contained in application under BZA Review Criteria) for:

- 15' Front Setback
- 10' Side Setback
- 20' Rear Setback
- Reduce/eliminate 50' undisturbed buffer where abutting non-residential uses

Applicant is also requesting a concurrent comprehensive plan amendment/future land use map change for the property from Commercial to High Density Residential.

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

Luxury, attached, owner occupied single family town-homes

Applicant's Request (Please itemize the proposal):

Applicant is requesting rezoning, with variances and comprehensive plan amendment, from existing zoning of C-2 to R-8A/D for the purpose of developing a luxury town-home project:

*16 units proposed

*7.02 Units Per Acre

*Minimum unit size of 2,496 square feet, each unit will have 2 car garage

Variances Requested:

*15' fsb

*10' ssb

*20' rsb

*Reduce/eliminate 50' undisturbed buffer where abutting non residential uses

Comp Plan/FLUM Change Requested:

Commercial to High Density Residential

Applicant's Intent *(Please describe what the proposal would facilitate).*

Applicant's intent is to rezone the site, develop the infrastructure and supervise/coordinate the construction of the town-homes with a builder group. Please see attached Letter of Intent

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: LL Family Investments, LLC

Telephone: (404) 659-5000

Address: 125 Broad Street SW

Suite: _____

City Atlanta

State: GA

Zip: 30303 - 3437

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

- | | |
|---|---|
| ☐ Annexation | ☐ Special Use |
| ☒ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☒ Master Plan |
| ☐ Land Use Application | ☐ Other |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Louis Levenson

Telephone: (404) 659-5000

Address: 125 Broad St. SW

Suite: _____

City Atlanta

State: GA

Zip: 30303 - 3437

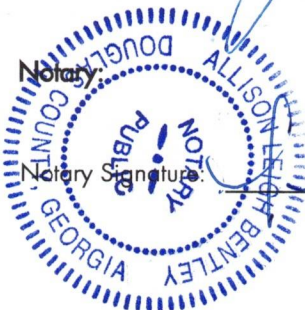
So Sworn and Attested:

Owner Signature: _____

Date: 1/13/23

Notary Signature: _____

Date: 1/13/23



DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: **Rob Hosack on behalf of Greenland Property Developers, LLC**

Subject Public Hearing Case: _____

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: **N/A** Position: **N/A**

Description of Contribution: **N/A** Value: **\$0**

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-3.

Signature: _____



Date: **1-10-23**

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

Please see attached

How will this proposal affect the use and value of the surrounding properties?

Please see attached

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

Please see attached

What would be the increase to population and traffic if the proposal were approved?

Please see attached

What would be the impact to schools and utilities if the proposal were approved?

Please see attached

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

Please see attached

Are there existing or changing conditions which affect the development of the property and support the proposed request?

Please see attached

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

How will this proposal be compatible with surrounding properties?

Applicant contends that proposal will be compatible with surrounding properties, particularly similar residential developments known as Vaughn 321, as well as Edgemont on Main Street.

How this proposal affect the use and value of the surrounding properties?

Applicant contends that use and value of surrounding properties are enhanced by proposed residential use in that it establishes a better transition between the Arrow Exterminators Office, The Kalen Center, North Main Animal Hospital and Vaughn 321.

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

Applicant asserts that the property cannot be developed for a reasonable economic use as currently zoned based on the following observations:

- Property's size and configuration would be limited after adherence to commercial setbacks and buffering requirements to adjacent properties.
- As identified in the issues and opportunities discussion of Comp Plan's Development/Redevelopment Priority Area 4, "shallow lot depth/lot size limits development options".

What would be the increase to population and traffic if the proposal were approved?

Applicant contends that there would be a very minor increase to population and traffic if proposal were approved. Based on United States Census Data for Alpharetta, Georgia, the average persons per household (2016-2020) were 2.76. Based on the 18 townhomes proposed, there could be an additional 49 person increase in population.

Utilizing ITE Code 210 (Single Family Home/Townhome) trip generation estimates (9.57 Daily Trip Ends) per the 16 townhomes proposed, there could be an additional 153 daily trip ends.

What would be the impact of schools and utilities if the proposal were approved?

Applicant contends that there would be a minimal impact to schools and utilities if the application were approved. Based on a Student Multiplier of 0.287 students per 18 townhomes proposed, there could be an additional 5 students added as a result of approval. Area is currently provided with urban services infrastructure.

How is the proposal consistent with the Alpharetta comprehensive plan; particularly the future land use map?

Applicant's proposal addresses a housing element need and opportunity by managing density while creating a walkable neighborhood. Applicant's proposal also addresses a growth management need and opportunity by protecting established neighborhoods and limiting high density. Applicant's proposal is also within Development/Redevelopment Priority Area 4 and creates opportunity for residential development along N. Mainstreet/GA-9.

Are there existing or changing conditions which affect the development of the property in support the proposed request?

Applicant contends that the Edgemont on Main Street townhome project under construction by Lennar Homes (in very close proximity to applicant's proposal) is indicative of a changing market condition supporting approval of the proposed request.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

Please see attached

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Please see attached

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Please see attached

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

Please see attached

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography?

Applicant contends that shape and configuration of property, along with it fronting SR 9 are unique and exceptional conditions in that it is surrounded on 2 sides by commercially zoned property which must be afforded 50 buffers along both sides, as well as a large setback from a major roadway.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship?

Applicant contends that the required buffers, in combination with the setbacks along SR 9, would leave very little of the property as buildable, creating a hardship with literal interpretation of the ordinance.

Are there conditions that are peculiar to the subject property?

Applicant contends that the subject property's infill nature (surrounded by existing development with no potential for acquisition of additional property) is peculiar.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code?

Applicant contends that if relief were granted, it would not cause detriment to public good in that the proposed land use is more compatible with adjacent properties to the north and west and establishes a better land use transition.

CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: N Main Street Townhomes

Contact Name: Rob Hosack Telephone: 770.235.5662

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

Please see attached.

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other *(Please Specify)*

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

Letter to the individuals will contain a phone number and email address, to provide an opportunity to contact applicant with questions or concerns about the proposal.

D R HORTON INC
P.O. BOX 54
ALPHARETTA GA 30009

CUCE CAGDAS & KAAN
115 BRINDLE LN
ALPHARETTA GA 30009-2443

ABBOTT VIRGINIA M
128 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST NW STE 1010
ATLANTA GA 30309

THIYAGARAJAN VENKATACHALAM & MUTHU
RAMAN MEENAKSHI
111 BRINDLE LN
ALPHARETTA GA 30009

CAO JENNA
126 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST NW STE 1010
ATLANTA GA 30309

FOWLER KENDAL B & BENITA E
110 BRINDLE LANE
ALPHARETTA GA 30009

FINNIH GANIYU
122 BRINDLE LANE
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST NW STE 1010
ATLANTA GA 30309

COUGHLIN THOMAS & LORI
112 BRINDLE LANE
ALPHARETTA GA 30009

MARTENS PATRICIA M
118 BRINDLE LANE
ALPHARETTA GA 30009

JENMARK COMPANY LLC
633 N MAIN ST
ALPHARETTA GA 30009

SERA DEVIN
114 BRINDLE LANE
ALPHARETTA GA 30009

BATRA NAVDEEP & CHAWLA SHEENUM
1022 EDMONT DR
ALPHARETTA GA 30004

WINTHROPE HOMEOWNERS ASSOC
500 SUGAR MILL RD STE 200B
SANDY SPRINGS GA 30350-2887

MEHOK MARK
142 BRINDLE LANE
ALPHARETTA GA 30009

EBN HOLDINGS INC
3040 WELLINGTON RD
ALPHARETTA GA 30022

BLAKE ROBERT
101 BRINDLE LANE
ALPHARETTA GA 30009

ERICKSON NICHOLAS P
138 BRINDLE LANE
ALPHARETTA GA 30009

FARID SHAHNAWAZ
1019 EDMONT DR
ALPHARETTA GA 30009

SHIN JOHN J & JUDY Y
154 BRINDLE LANE
ALPHARETTA GA 30009

NICHOLSON ANTHONY & NICHOLSON CLAI
RE
136 BRINDLE LANE
ALPHARETTA GA 30009

IYESA VIOLET & JULIUS LEONIDAS
1015 EDMONT DR
ALPHARETTA GA 30009

THOMAS RANDY JR & LYONS WHITNEY
152 BRINDLE LN
ALPHARETTA GA 30009

MAGEE MARK
134 BRINDLE LANE
ALPHARETTA GA 30009

QUAN WEI & LIANG MEILI
613 N MAIN ST
ALPHARETTA GA 30009

ADAMS CRAIG A & ROBIN L
150 BRINDLE LN
ALPHARETTA GA 30009

GRENDA CHAD A
132 BRINDLE LN
ALPHARETTA GA 30009

MASTER NOEL FELIX & JENISH NOEL
617 N MAIN ST
ALPHARETTA GA 30009

BUTTERS PROPERTY LLC
562 N MAIN ST
ALPHARETTA GA 30009

LL FAMILY INVESTMENTS LLC
125 BROAD ST SW
ATLANTA GA 30303-3437

VAUGHAN COMMUNITY ASSOCIATION INC
5256 PEACHTREE RD STE 195
ATLANTA GA 30341

ALEMBIK JUDITH M
201 ALLEN RD # 300
ATLANTA GA 30328

FSM HOLDINGS LLC
680 GREENVIEW TER
ALPHARETTA GA 30004

PANWAR ANUJ
1031 EDMONT DR
ALPHARETTA GA 30009

RICHARD STEPHEN D
2922 GLEN HAVEN DR
GAINESVILLE GA 30504

FIRST CLASSIC HOME INC
3756 LAVISTA RD STE 200
TUCKER GA 30084

LOPEZ CLAUDIA & GRANADOS JESUS
1006 EDMONT DR
ALPHARETTA GA 30009

HIGH GROUND PROPERTIES LLC
325 COACH HOUSE LANE
ALPHARETTA GA 30004

YOUNIS HANY & SARIEH NOREEN E
106 BRINDLE LANE
ALPHARETTA GA 30009

GANESAN NARAYANAN
1002 EDMONT DR
ALPHARETTA GA 30009

DAVIS HEATHER
620 SOUTHFIELD PL
ALPHARETTA GA 30004

VUDUTALA SAI KIRAN & RAMESH RASHMI
119 BRINDLE LANE
ALPHARETTA GA 30009

FLINT MARCUS ELIJAH & FLINT CASEY J
1007 EDMONT DR
ALPHARETTA GA 30009

ELLINGTON PHILIP W JR
870 SOUTHFIELD LANE
ALPHARETTA GA 30004

JOHNSON ANTAR B
113 BRINDLE LN
ALPHARETTA GA 30009

POPE RITA M
1003 EDMONT DR
ALPHARETTA GA 30009

WB HOLDINGS STONEWOOD WEST LLC
12650 CRABAPPLE RD STE 200
ALPHARETTA GA 30004

WALL MARK DOUGLAS & CHRISTINA MARIE
109 BRINDLE LN
ALPHARETTA GA 30009

SADINENI TEJASWI
611 N MAIN ST
ALPHARETTA GA 30009

SOUTHERN BELL TEL & TEL CO
P.O. BOX 2211
ATLANTA GA 30301-2211

JACOBS MARY FRANCES & MICKY
116 BRINDLE LANE
ALPHARETTA GA 30009

ALPHA FOOD LLC
525 BROOK MANOR DR
JOHNS CREEK GA 30022

STORAGE TRUST PROPERTIES L P
P.O. BOX 25025
GLENDALE CA 91201

LEE DAVID C JR & MARRYOTT KIMBERLY
S
140 BRINDLE LANE
ALPHARETTA GA 30009

LEAK DARRELL L & IRIS D
610 SOUTHFIELD PL
ALPHARETTA GA 30004

LL FAMILY INVESTMENTS LLC
125 BROAD ST SW
ATLANTA GA 30303

LIMA MOKWANG DENISE & LINDSAY RICH
ARD
120 BRINDLE LN
ALPHARETTA GA 30009

KHAN ASGHAR & SHAMAILA MARRYAM
615 SOUTHFIELD PL
ALPHARETTA GA 30004

AKBER SHAHZAN & AKBER SARAH
860 SOUTHFIELD LANE
ALPHARETTA GA 30004

KAMBHAMPATI AKHILA & AKKINENI VIJAY
121 BRINDLE LANE
ALPHARETTA GA 30009

SHAH BHAVESH N & SHAH AARTI B
1010 EDMONT DR
ALPHARETTA GA 30009

231 VAUGHN LLC
231 VAUGHN DR
ALPHARETTA GA 30009-2333

TOWNS ROBERT C & LAURA B
108 BRINDLE LANE
ALPHARETTA GA 30009

SILVA VICTORIA & MONROE JONATHAN
1011 EDMONT DR
ALPHARETTA GA 30009

GLOBAL SPECTRUM FOUNDATION INC
1349 W PEACHTREE ST. NW ST NW STE
1010
ATLANTA GA 30309

SANTHANAKRISHNAN RAAJ PRADEEP
117 BRINDLE LANE
ALPHARETTA GA 30009

BOZA ALEXANDER RAFAEL
615 N MAIN ST
ALPHARETTA GA 30009

ALPHARETTA RETIREMENT RESIDENCE LLC
9310 NE VANCOUVER MALL DR STE 200
VANCOUVER WA 98662

GILLESPIE MICHAEL D & EMILY BELCHER
148 BRINDLE LN
ALPHARETTA GA 30009

EDMONT ON MAIN TOWNHOME ASSOCIAT
ION INC
2675 PACES FERRY RD STE 125
ATLANTA GA 30339

CARAHAN PAUL C & ANA
146 BRINDLE LN
ALPHARETTA GA 30009

HASTA LA VISTA LLC
15 BOONES RIDGE PKWY SE
ACWORTH GA 30102

MUHAMMAD & MEHREEN JEHANARA SIDDIQ
UI LIVING TRUST
144 BRINDLE LANE
ALPHARETTA GA 30009

WOOD GEORGE ANNA WOOD JASON DAVID
103 BRINDLE LANE
ALPHARETTA GA 30009

FRANCOIS MIRELA PICCININ & POMPEU
JEAN POPOVICHE
130 BRINDLE LANE
ALPHARETTA GA 30009

BOMMADEVARA RAJESH BABU & ITONG RE
YES MA JURNALYN
125 BRINDLE LANE
ALPHARETTA GA 30005

CHAVVA SHARATH CHANDRA & NUNE NIKH
ITHA
1018 EDMONT DR
ALPHARETTA GA 30009

SAYE LINDA
123 BRINDLE LANE
ALPHARETTA GA 30009

RAZVI SYED & SAYEED JABEEN FATIMA
1023 EDMONT DR
ALPHARETTA GA 30009

HURLEY DOUG & HURLEY JANIE
105 BRINDLE LANE
ALPHARETTA GA 30009

SHAH HEMALKUMAR & SONA
1014 EDMONT DR
ALPHARETTA GA 30009

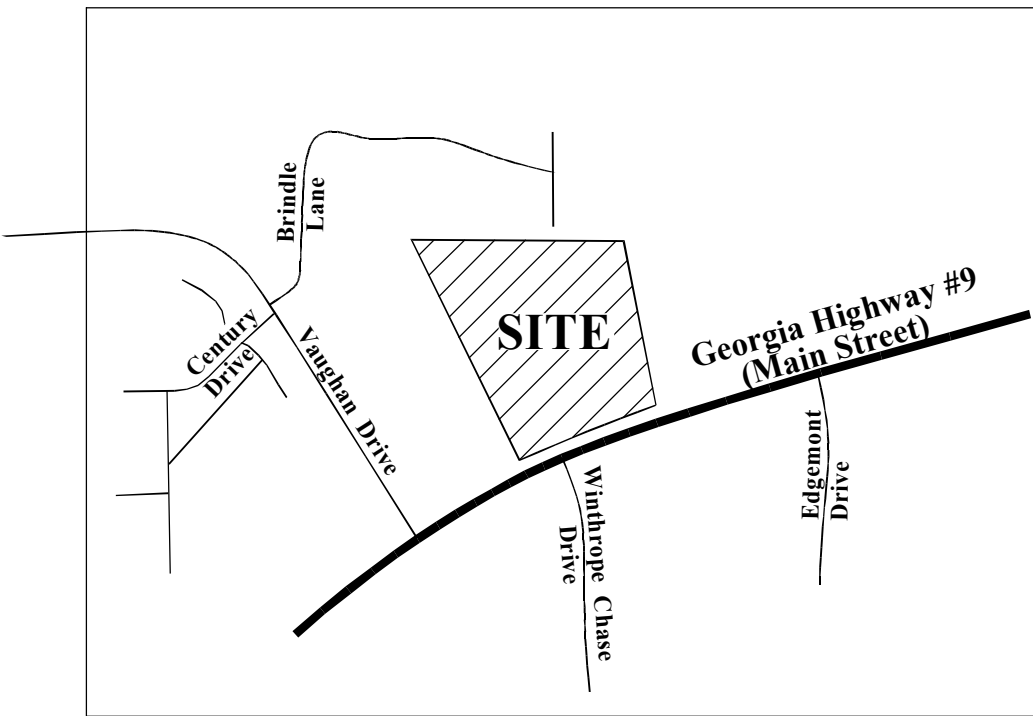
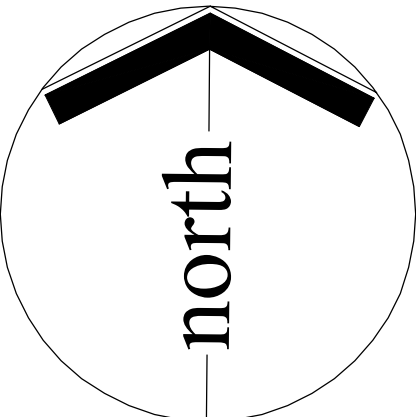
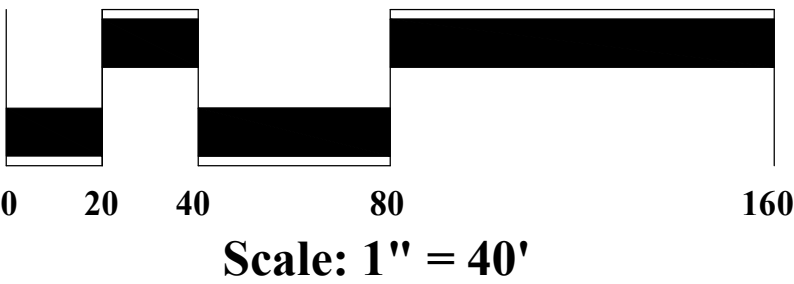
Rezoning Plat

Main Street Townhomes

City of Alpharetta, Georgia Land Lot 1124, 2nd District, 2nd Section

prepared for:

Mr. Bernie Smith
Greenland Properties, LLC
4670 Jefferson Township Lane
Marietta, GA 30066



location map
(not to scale)

January 9, 2023

DGM

LAND PLANNING
CONSULTANTS, INC.

1635 OLD HWY 41
SUITE 112-314
KENNESAW, GA 30152

770-514-9006
DGMLPC.COM

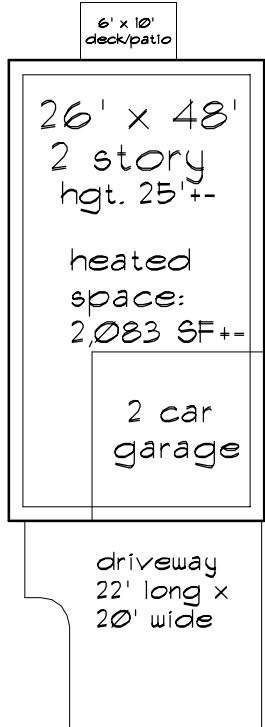
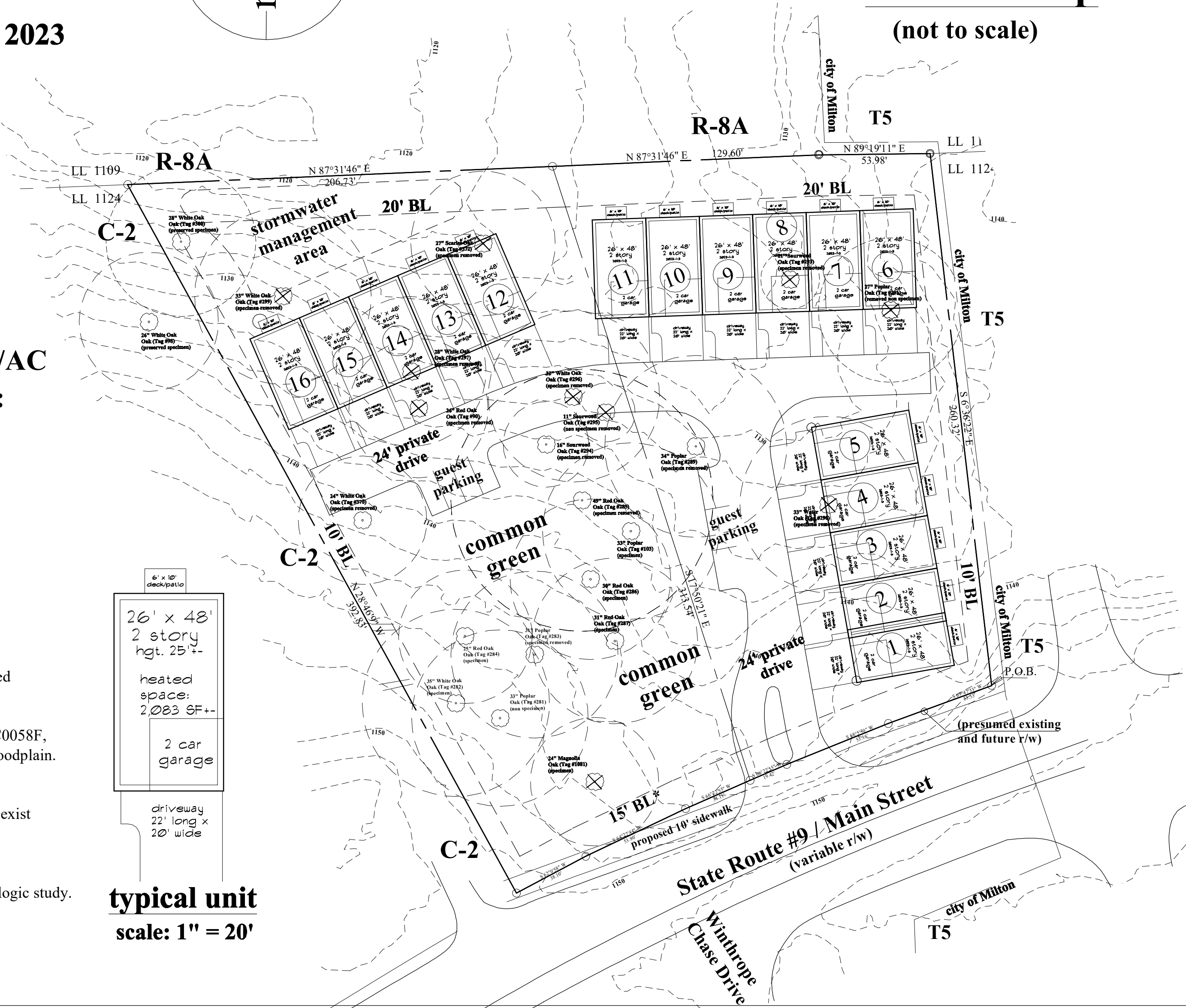
Site Data

Total Site Area: 2.28 AC
Present Zoning: C-2
Proposed Zoning: R-8A/D
Total Units Shown: 16
Density: 7.02 UN/AC
Proposed Building Setbacks:

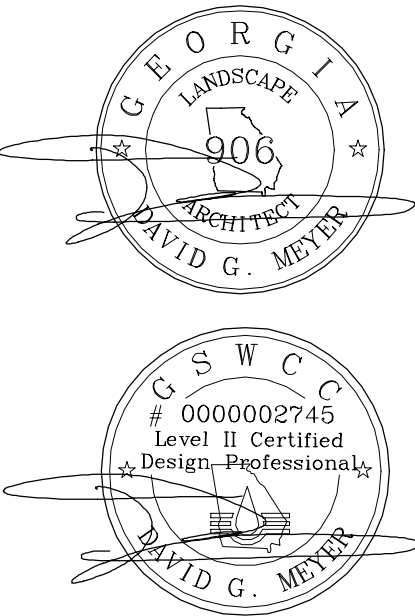
front: 15* (variance requested)
side: 10* (variance requested)
rear: 20* (variance requested)

General Notes:

1. Boundary by Brumbelow-Reese and Associates, Inc., dated July 26, 1996.
2. Topographic information from Fulton County GIS.
3. According to Flood Insurance Rate Map (FIRM) #13121C0058F, September 18, 2013, no portion of this site contains floodplain.
4. No cemeteries are known to exist on site.
5. No streams and/or wetlands are known to exist on site.
6. No archeological or architectural landmarks are known to exist on site.
7. No utility easements are known to exist on site.
8. Stormwater management and water quality structures are conceptual in size and will be revised based on hydrologic study.



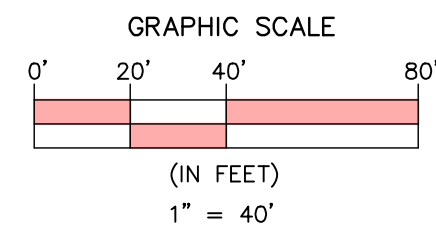
typical unit
scale: 1" = 20'







GRID NORTH-CA. WEST ZONE



TREE SURVEY SITUATED AT TAX PARCELS:

22-496011241761

22-496011241779

PLAT BOOK 202, PAGE 76

LOCATED IN LAND LOT 1124

2nd DISTRICT-2nd SECTION

FULTON COUNTY, GEORGIA

CITY OF ALPHARETTA

FIELD DATE: NOVEMBER 28, 2022

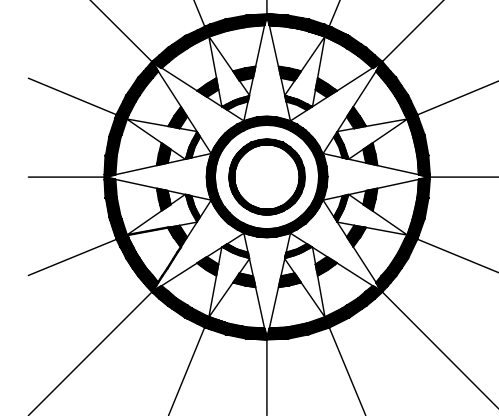
PREPARED: NOVEMBER 28, 2022

SCALE: 1" = 40'

TREE IDENTIFICATION TAKEN FROM ARBORIST
REPORT PREPARED BY T.J. SCHELL, LLC FOR
BERNIE SMITH - GREENLAND PROPERTIES
DATED NOVEMBER 17, 2022

JOB No. - D 22-0102

TASO & ASSOCIATES, LLC
LAND SURVEYORS



3330 Cobb Parkway
Suite 324 - PMB 355
Acworth, Georgia
30101
678-581-0102
taso@tasosurvey.com

DISTANCES SHOWN ON THE PLAT ARE GROUND DISTANCES.

MODIFIED ARBORIST REPORT FOR:

Hwy #9 Commercial site

Alpharetta, Georgia

Prepared for:

Bernie Smith – Greenland Properties
Visual Inspection only



Prepared by:
T.J. Schell, LLC
Landscape Architects
And Certified Arborists
2985 Gordy Parkway, Suite 422
Marietta, GA 30066
teresa@tjschell.com
Cell 770-361-2319

Teresa H. Eldredge, PLA, ISA
Certified Arborist
ISA SO-5442A

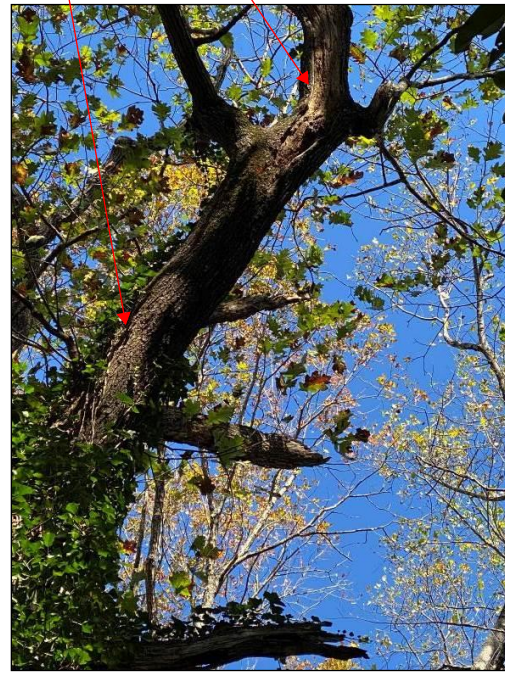
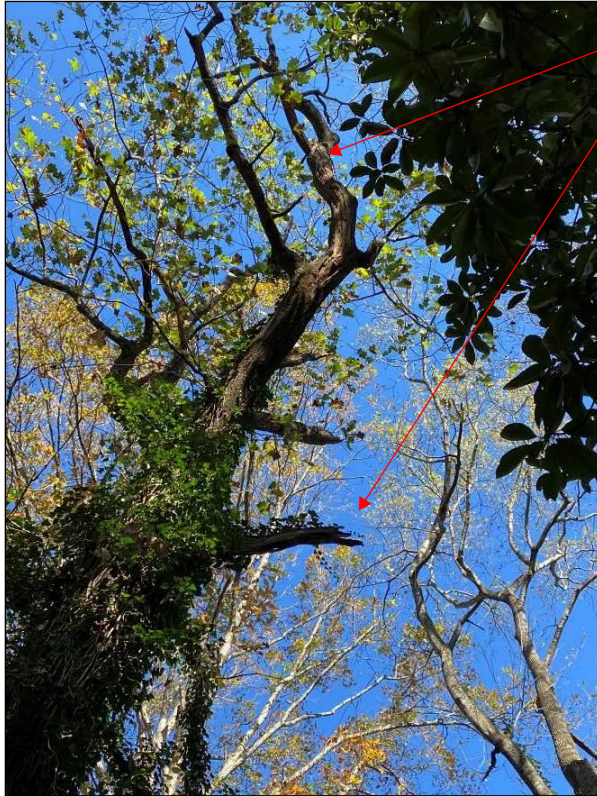
November 17, 2022

City of Alpharetta:

- Pine Trees: 30-inch diameter or larger for trees in the *Pinus* (Pine) genus.
- Coniferous Trees: 20" diameter or larger for trees in the *cedrus* (deodar cedar), *Thuja* (Arborvitae), or other ecologically similar trees,
- Overstory Trees: 30-inch diameter or larger for trees in the *Liquidambar* (Sweetgum) or *Liriodendron* (Tulip poplar) genus
- 20-inch diameter or larger for trees in the *Fagus* (Beech), *Nyssa* (Tupelo), *Diospyros* (Persimmon), *Sassafras* (Sassafras), or other ecologically similar trees,
- 20-inch diameter or larger for *Magnolia grandiflora* (Southern magnolia) and those cultivars that generally reach a mature height over 40'
- 24-inch (24") diameter or larger for trees in all other genera
- Understory Trees: 8-inch (8") diameter or larger.
- 10-inch diameter or larger for *Oxydendron arboreum* (Sourwood).

Please note that all trees will fail at some point and many factors can impact the health of a tree. This Arborist Report includes the condition of the tree on the day of fieldwork and this report is meant to be applicable for approximately 1 year.

1. **Water Oak - 33" Previous Tag (PT) #290** – 2 dead branches - **Good Condition**
2. **Poplar – 27+7" Below Split (BS) – PT #291** - Good Condition but should not be considered specimen size once smaller (7") trunk is removed.
3. **Sourwood – 11" DBH – PT #293** – Vines need to be removed. **Good Condition**
4. **Poplar - 34" PT #289** - **Good Condition**
5. **Poplar - 30" PT #103** - **Good Condition**
6. **Red Oak - 31" PT #287** – 15% lean, vines need to be removed - **Good Condition**
7. **Red Oak – 30" DBH – PT #286** – Vines throughout trunk, +5 major dead branches, 50% of canopy - **Poor Condition**



Dead leader and + 5 dead major branches

8. **White Oak – 49" DBH – PT #285** – 2 major dead branches, co-dominant trunks, included bark at split- **Poor Condition**

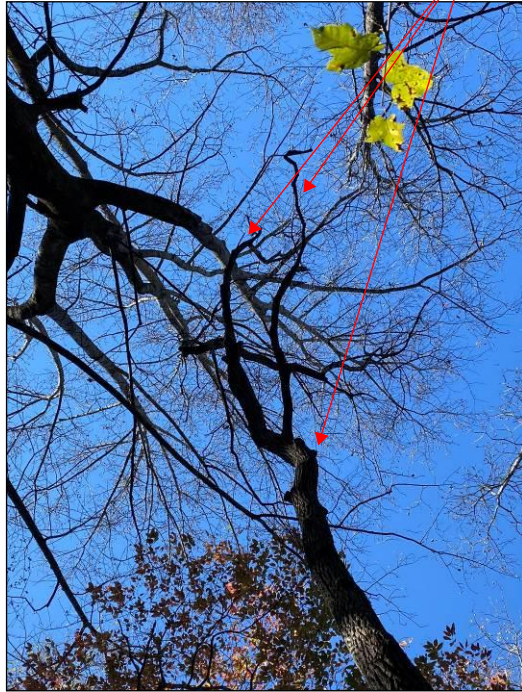


Co-dominant with included bark

major dead branches

9. **Sourwood – 16" DBH – PT #294 – Good Condition**

10. **Sourwood – 11" DBH – PT #295 – Cavity at base +50% of diameter of trunk, +50% canopy dieback, Poor Condition**



11. **Red Oak - 26" DBH - PT #90 - Good Condition**

12. **White Oak - 28" DBH - PT #297 - Good Condition**

13. **White Oak - 32" DBH - PT #296 – Small wound on trunk - Good Condition**

14. **Scarlet Oak - 27" PT DBJ - #372 – growth on buttressed roots but no obvious decay - Fair Condition**

15. **White Oak - 33" BS - PT #299 – Co-dominant trunks with minimal included bark, Fair Condition**

16. **White Oak - 28" DBH - PT #300 - Good Condition**

17. **White Oak - 26" DBH - PT #98 - Good Condition**

18. **White Oak - 24" DBH - PT #370 - Good Condition**

19. **Hickory - 30" BS - PT #298 – Co-dominant trunks with included bark near grade, Poor Condition**



Included bark at split -
structurally deficient

- 20. **White Oak - 25" DBH - PT #284** – Vines need to be removed - **Good Condition**
- 21. **Poplar - 31" DBH - PT #283** – One dead branch, vines need to be removed - **Good Condition**
- 22. **White Oak - 35" DBH - PT #282** – 2 dead branches, Vines need to be removed - **Good Condition**
- 23. **Poplar – 33" DBH – PT #281** – 5 dead branches, vine covering +50% canopy, extensive dieback, **Poor Condition**



- 24. **Magnolia – 24" BS – Tag #1081** – 4 trunks with included bark at each split – co-dominant – 8+10+6+6 " - **Poor Condition**





Memorandum

To: Bernie Smith,
Manor Restorations.

From: Abdul Amer, PE

Date: January 12th, 2023

Subject: Trip Generation Memorandum for a proposed Main Street Townhomes development on SR 9 (N Main Street), City of Alpharetta, Georgia | A&R 23-007

The purpose of this memorandum is to estimate the trip generation that will result from the proposed residential development on SR 9 (N Main Street) in City of Alpharetta, Georgia. The proposed development will consist of:

- Single Family Attached Housing: 16 units

The residential development will have one full access driveway on SR 9 (N Main Street). The location of the development is shown below.





METHODOLOGY

Trip generation estimates for the project were based on the rates and equations published in the 11th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the following ITE Land Uses: 215 – *Single family attached housing*.

Land Use: 215 – Single family attached housing: Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

TRIP GENERATION

The results of the analysis for the proposed development are shown in Table 1, below.

TABLE 1 – TRIP GENERATION FOR PROPOSED DEVELOPMENT								
Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Total
ITE 215 – Single Family Attached Housing	16 units	1	2	3	3	3	6	71

Based on trip generation rates published in the Institute of Transportation Engineer's Trip Generation Manual, 11th edition, the proposed residential development will generate 3 new external two-way trips in the AM peak hour, 6 new external two-way trips in the PM peak hour, and 71 new external two-way trips in a 24-hour duration.

Main Street Townhomes – Legal Description

Property Line Description

All that tract or parcel of land lying and being in Land Lot 1124 of the 2nd District, 2nd Section, City of Alpharetta, Georgia, and being more particularly described as follows:

Beginning at a point along the northerly right of way of State Route #9. Said point being the POINT OF BEGINNING;

thence south 69 degrees 47 minutes 33 seconds west, a distance of 53.53 feet;
thence south 68 degrees 05 minutes 40 seconds west, a distance of 53.16 feet;
thence south 66 degrees 22 minutes 55 seconds west, a distance of 19.42 feet;
thence south 66 degrees 22 minutes 55 seconds west, a distance of 34.11 feet;
thence south 64 degrees 27 minutes 44 seconds west, a distance of 53.90 feet;
thence south 62 degrees 0 minutes 58 seconds west, a distance of 38.10 feet;
thence north 28 degrees 46 minutes 09 seconds west, a distance of 392.83 feet;
thence north 87 degrees 31 minutes 46 seconds east, a distance of 206.73 feet;
thence north 87 degrees 31 minutes 46 seconds east, a distance of 129.60 feet;
thence north 89 degrees 19 minutes 11 seconds east, a distance of 53.98 feet;
thence south 06 degrees 36 minutes 22 seconds east, a distance of 260.32 feet;
to a point along the northerly right of way of State Route 9.

Said point being the POINT OF BEGINNING

Said tract or parcel of land contains 2.28 acres.

**This Legal Description was prepared by DGM Land Planning Consultants, Inc. and is intended for zoning purposes only. It is not to be used for purposes of purchasing, selling, or transferring title on any property.
Dated: January 13, 2023.**

TO THE CITY OF ALPHARETTA COUNCILMEMBERS

FULTON COUNTY, GEORGIA

PRESERVATION OF RIGHT TO APPEAL
AND NOTICE OF CONSTITUTIONAL CHALLENGE
TO ZONING

COMES NOW, GREENLAND PROPERTY DEVELOPERS, LLC, hereinafter referred to as the "Applicant" and for itself and/or acting on behalf of the Owner, asserts the following, to wit:

1.

By filing the Application to which this exhibit relates, Applicant has applied for rezoning of certain real property lying and being in Fulton County and the City of Alpharetta, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Map Amendment of the property seeks a rezoning from the existing category of C-2, as established by the governing authority of the City of Alpharetta, Georgia to the zoning category of R-8 A/D with the requested density. (hereinafter "Requested Zoning").

3.

The current C-2 zoning classification of the Property and all intervening classifications between same and the Requested Zoning are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of C-2 and all intervening classifications between same and the Requested Zoning as they presently exist violate the Applicant's right to the unfettered use of the Property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Alpharetta Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in

connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

6.

Pursuant to O.C.G.A. §§ 36-11-1 and other applicable law, please consider this your notice that as of today's date the Owner/Applicant is contending that the City's unconstitutional zoning classifications of the property has caused damages to the Owner/Applicant. As a direct and proximate result of the unconstitutional zoning classifications, the Owner/Applicant has suffered and will continue to suffer monetary damages in the nature of attorneys' fees and costs, interest and other expenses on pending loans on the property, loss of income from the property and other related damages. To comply with recent changes in Georgia law, an amount of \$1,000 per day is identified. While this amount cannot be calculated to an exact certainty; the Owner/Applicant will assist the City by providing whatever additional information, if any, the City feels is necessary to adequately investigate this claim. If the Owner/Applicant does not receive a timely request for additional information, it will be presumed that the City does not require any additional information and can make a determination within the allowed statutory period.

Respectfully submitted, this the 23rd day of March, 2023.

GREENLAND PROPERTY DEVELOPERS, LLC

A handwritten signature in black ink, appearing to read 'Rob Hosack', is written over a light gray rectangular background.

By:

ROB HOSACK
Representative for Applicant



STAFF REPORT

Submitting Department: Community & Economic Development

Submitted By: Kathi Cook

Sponsored By: Staff Initiated

Meeting Date: August 21, 2023

**I. AGENDA ITEM TITLE: PH-23-16 / CITY OF ALPHARETTA CAPITAL IMPROVEMENT ELEMENT
CONSIDERATION OF A RESOLUTION AUTHORIZING TRANSMITTAL OF THE FISCAL YEAR 2022
CAPITAL IMPROVEMENT ELEMENT AND ANNUAL REPORT.**

II. RECOMMENDATION:

Staff seeks approval for a resolution authorizing the transmittal of the Fiscal Year 2022 Capital Improvement Element and Annual Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs.

III. REPORT IN BRIEF:

The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.

The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.

The City of Alpharetta is required to transmit its annual update of the CIE to the Atlanta Regional Commission for review prior to Council Adoption.

IV. ALTERNATIVES:

Failure to update the CIE in accordance with the Georgia Planning Act of 1989 would result in the loss of Qualified Local Government status, which would make the City ineligible to receive certain State funding. Further, failure to submit this annual report would make the City ineligible to collect impact fees on new development.

V. ATTACHMENTS:

FY22 CIE Transmittal Resolution
2022-2023 CIE Impact Fee Report

RESOLUTION NUMBER:



**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF
ALPHARETTA, GEORGIA FOR TRANSMITTAL OF THE FY2022
CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE
PLAN**

WHEREAS, THE Georgia Planning Act encourages local governments to keep their comprehensive plans current in order for the plans to be used for policy guidance and as management tools for daily decisions; and

WHEREAS, the annual update of the capital improvement element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a public hearing was held on August 21, 2023 at 6:30 P.M. at the Alpharetta City Hall; and

WHEREAS, such updates are required to extend status to the City of Alpharetta as a Qualified Local Government.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta as follows:

- Hereby approves transmittal of the Annual Impact Fee Report and Capital Improvement Element Update to the Atlanta Regional Commission, per the Georgia Planning Act of 1989.

SO RESOLVED this 21st day of August 2023.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]
SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

[INSERT ATTORNEY], City Attorney



CITY OF ALPHARETTA, GA

ANNUAL IMPACT FEE FINANCIAL REPORT

FISCAL YEAR 2022

	Impact Fee Fund				General Fund	
	Roads	Public Safety	Recreation and Parks	Total Impact Fee Fund	Administrative Costs*	Total
Impact Fee Fund Balance on July 1, 2021	\$ 1,956,689.66	\$ 201,347.14	\$ 1,651,679.06	\$ 3,809,715.86	\$ -	\$ 3,809,715.86
Fiscal Year 2022 Activity						
Sources:						
Impact Fees	\$ 632,041.08	\$ 81,874.01	\$ 1,644,368.63	\$ 2,358,283.72	\$ 70,748.26	\$ 2,429,031.98
Credits	(178,297.73)	(11,928.52)	(222,375.89)	(412,602.14)	(11,775.97)	(424,378.11)
Refunds	(6,365.56)	(129.13)	-	(6,494.69)	(194.84)	(6,689.53)
General Revenue (e.g. Interest)	(26,866.00)	(3,030.31)	(34,348.98)	(64,245.29)	-	(64,245.29)
Total Sources	\$ 420,511.79	\$ 66,786.05	\$ 1,387,643.76	\$ 1,874,941.60	\$ 58,777.45	\$ 1,933,719.05
(Uses):						
Project Expenditures/Debt Service	\$ (72,019.09)	\$ (124,395.52)	\$ (584,966.41)	\$ (781,381.02)	\$ -	\$ (781,381.02)
Administrative Costs	-	-	-	-	(58,777.45)	(58,777.45)
Total Uses	\$ (72,019.09)	\$ (124,395.52)	\$ (584,966.41)	\$ (781,381.02)	\$ (58,777.45)	\$ (840,158.47)
Impact Fee Fund Balance on June 30, 2022	\$ 2,305,182.36	\$ 143,737.67	\$ 2,454,356.41	\$ 4,903,276.44	\$ -	\$ 4,903,276.44
Impact Fees Encumbered at June 30, 2022	\$ 195,366.07	\$ 7,092.48	\$ 28,811.20	\$ 231,269.75		\$ 231,269.75

* Administrative Costs minimally exceed 3% due to a developer utilizing impact fee credits to reduce their impact fee obligations (in accordance with our Impact Fee Ordinance) but still remitting the required 3% administrative fee.



CITY OF ALPHARETTA, GA
CAPITAL IMPROVEMENT ELEMENT (FY's 2022-2028)
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Public Facility	Project Description	Project Start Date (Fiscal Year)	Project End Date (Fiscal Year)	Local Cost of Project	Maximum % of Funding from Impact Fees	Maximum Funding from Impact Fees	Impact Fees Expended in FY 2022	Impact Fees Expended in Previous Years	Total Impact Fees Expended to Date	Impact Fees Encumbered as of the end of FY 2022	Current/ Potential Funding Sources	Status/ Comment	Responsible Department
Roads													
	Impact Fee Ordinance Update	2014	2016	\$ 86,145	100.00%	\$ 86,145	\$ -	\$ 34,999.98	\$ 34,999.98	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2023	51,892	100.00%	51,892	2,075.68	-	2,075.68	49,816.32	Impact Fees (100%)	In-Process	Community Development
	Rucker Rd Corridor Improvements	2017	2020	16,514,686	24.10%	3,980,039	58,320.90	798,682.32	857,003.22	145,549.75	GO Bond (89%); Impact Fees (6%); General Revenues (5%)	Complete	Public Works
	Kimball Bridge Rd Congestion Mitigation (North Point Pkwy to Waters Rd)	2017	2023	9,833,227	24.10%	2,369,808	-	-	-	-	GO Bond (100%)	Complete	Public Works
	Kimball Bridge Rd Bicycle/Pedestrian/Operational Improvements	2017	2024	1,359,742	24.10%	327,698	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Kimball Bridge Rd Improvements (Waters Rd to Ocee Elementary)	2025	2030	5,850,000	24.10%	1,409,850	-	-	-	-	TBD		Public Works
	Kimball Bridge Rd Widening (Verizon to Georgia Power driveway)	2024	2029	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 2)		Public Works
	Windward Parkway Business District/Union Hill Rd Capacity Improvements	2017	2023	185,100	24.10%	44,609	-	-	-	-	TSPLOST 1 (100%)	Split into Projects Below	Public Works
	Windward Parkway East Improvements	2017	2023	1,439,873	24.10%	347,009	-	-	-	-	TSPLOST 1 (99%); General Revenues (1%)	Complete	Public Works
	Windward Parkway West Improvements	2017	2023	1,191,026	24.10%	287,037	-	-	-	-	TSPLOST 1 (83%); General Revenues (17%)	Complete	Public Works
	Windward Pkwy Corridor Improvements (S.R. 9 to Westside Pkwy)	2017	2023	401,613	24.10%	96,789	-	-	-	-	GO Bond (100%)	On Hold	Public Works
	Northwinds Traffic Signal (temporary)	2017	2018	56,079	75.90%	42,564	-	42,564.32	42,564.32	-	Impact Fees (76%); General Revenue (24%)	Complete	Public Works
	Bethany Rd at Mid-Broadwell Rd Intersection Improvements	2017	2021	1,174,001	24.10%	282,934	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Bethany Rd at Mayfield Rd Intersection Improvements	2017	2021	1,943,218	24.10%	468,316	-	-	-	-	TSPLOST 1 (85%); GO Bond (15%)	Complete	Public Works
	Morris Rd Operational Improvements	2017	2021	3,215,476	24.10%	774,930	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Old Milton Parkway Capacity Improvements	2017	2023	5,579,474	24.10%	1,344,653	-	-	-	-	TSPLOST 1 (100%)	Design Phase	Public Works
	Academy St/Webb Bridge Rd Operational and Pedestrian Improvements	2018	2020	435,224	24.10%	104,889	-	-	-	-	TSPLOST 1 (91%); General Revenue (9%)	Split into Projects Below	Public Works
	Academy St Improvements	2024	2027	3,250,490	24.10%	783,368	-	-	-	-	TSPLOST 1 (8%); TSPLOST 2 (Tier 2; 92%)	On Hold	Public Works
	Webb Bridge Road Improvements (Design/Project Management)	2021	2025	876,388	24.10%	211,209	-	-	-	-	TSPLOST 1 (100%)	Design Phase	Public Works
	Webb Bridge Road Improvements Phase 1 (Westwind Lane to Greenway)	2021	2024	725,037	24.10%	174,734	-	-	-	-	TSPLOST 1 (100%)	Complete	Public Works
	Webb Bridge Road Improvements Phase 2 (Roundabout to Webb Bridge Park)	2021	2024	6,000,000	24.10%	1,446,000	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works
	Webb Bridge Road Improvements Phase 3 (Greenway to Roundabout)	2021	2024	17,000,000	24.10%	4,097,000	-	-	-	-	TSPLOST 1 (100%)	ROW Phase	Public Works
	Webb Bridge Road Improvements Phase 4 (North Point Parkway to the Greenway)	2022	2027	13,692,509	24.10%	3,299,895	-	-	-	-	TSPLOST 2 (95%); TSPLOST 1 (5%)	Construction Phase	Public Works
	Haynes Bridge Rd Widening (Mansell Rd. to city limits)	2026	2029	8,000,000	24.10%	1,928,000	-	-	-	-	TBD	On Hold	Public Works



CITY OF ALPHARETTA, GA
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	McGinnis Ferry Rd Capacity Improvements	2020	2025	8,900,001	24.10%	2,144,900	-	-	-	-	TSPLOST 1 (57%); GO Bond (42%); General Revenue (1%)	ROW Acquisition Phase	Public Works
	GA400 Bridge (Academy St/Webb Bridge Rd - GDOT PI 0001757)	2020	2025	1,703,000	24.10%	410,423	-	-	-	-	TSPLOST 1 (100%)	Design Phase	Public Works
	GA400 Bridge (Kimball Bridge Rd - GDOT PI 0001757)	2020	2025	1,317,000	24.10%	317,397	-	-	-	-	TSPLOST 1 (100%)	Construction Phase	Public Works
	GA400 Bridge (Tradewinds - GDOT PI 0001757)	2020	2025	1,866,000	24.10%	449,706	-	-	-	-	TSPLOST 1 (100%)	Design Phase	Public Works
	North Point Parkway Improvements	2025	2029	23,328,468	24.10%	5,622,161	-	-	-	-	Grants (52%); TSPLOST 2 (43%); Impact Fees (5%); General Revenue (<1%)	Design Phase	Multi-Dept.
	Major Intersection Improvements	2027	2030	500,000	24.10%	120,500	-	-	-	-	TBD		Public Works
	Old Roswell St. Park and Plaza	2027	2029	1,500,000	24.10%	361,500	-	-	-	-	TBD		Community Dev.
	Traffic Calming (Southlake Dr.)	2026	2029	2,000,000	24.10%	482,000	-	-	-	-	TBD		Public Works
	Traffic Calming (Waters Rd)	2026	2030	2,000,000	24.10%	482,000	-	-	-	-	TBD		Public Works
	Traffic Calming (Douglas Rd)	2025	2029	1,750,000	24.10%	421,750	-	-	-	-	TBD		Public Works
	Park Plaza Signalization Upgrade	2019	2020	264,006	24.10%	63,626	-	45,934.60	45,934.60	-	General Revenue (83%); Impact Fees (17%)	Complete	Public Works
	Henderson Parkway Traffic Calming Improvements	2025	2026	50,000	24.10%	12,050	-	-	-	-	TBD		Public Works
	Hembree Road Widening (Old Roswell Rd. to Westside Pkwy)	2027	2030	4,000,000	24.10%	964,000	-	-	-	-	TBD		Public Works
	Wills Road Widening (Milton Avenue to Old Milton Pkwy)	2022	2025	33,293	75.90%	25,269	-	14,460.00	14,460.00	-	Impact Fees (43%); General Revenue (57%)	On-Hold	Public Works
	Dryden Rd Extension	2026	2029	3,000,000	75.90%	2,277,000	-	-	-	-	TBD		Public Works
	Tradewinds Ripple Effect Improvements	2022	2027	6,500,000	24.10%	1,566,500	-	-	-	-	TSPLOST 2 (100%)	Conceptual Design Phase	Public Works
	Cumming St. Corridor Improvements	2022	2027	4,757,526	24.10%	1,146,564	-	-	-	-	TSPLOST 2 (100%)	Conceptual Design Phase	Public Works
	Milton Ave Streetscape	2025	2028	3,935,740	24.10%	948,513	-	-	-	-	TSPLOST 2 (Tier 2)	On-Hold	Public Works
	Teasley Street Improvements	2020	2025	56,200	75.90%	42,656	-	38,125.00	38,125.00	-	Impact Fees (68%); General Revenue (32%)	Complete	Public Works
	Roundabout Studies	2025	2026	100,000	24.10%	24,100	-	-	-	-	TBD		Public Works
	Roundabout (Roswell St at Old Roswell St)	2026	2029	1,500,000	24.10%	361,500	-	-	-	-	TBD		Public Works
	Roundabout (Milton Ave at Canton/Roswell St)	2026	2029	1,800,000	24.10%	433,800	-	-	-	-	TBD		Public Works
	Roundabout (Windward Pkwy at Clubhouse Dr)	2027	2031	3,000,000	24.10%	723,000	-	-	-	-	TBD		Public Works
	Roundabout (Hopewell Rd at Vaughan Dr)	2026	2029	1,617,005	24.10%	389,698	11,622.51	16,553.19	28,175.70	-	General Revenue (5%); Impact Fees (2%); TSPLOST 2 (Tier 3)	Design Complete	Public Works
	Roundabout (Mayfield Rd at Canton St)	2025	2028	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3)		Public Works
	Roundabout (Mayfield Rd at Providence Rd)	2025	2029	2,000,000	24.10%	482,000	-	-	-	-	TSPLOST 2 (Tier 3)		Public Works
				\$ 180,339,439		\$ 45,195,981	\$ 72,019.09	\$ 991,319.41	\$ 1,063,338.50	\$ 195,366.07			
Public Safety													
	Impact Fee Ordinance Update	2014	2016	\$ 22,907	100.00%	\$ 22,907	\$ -	\$ 15,625.01	\$ 15,625.01	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2023	7,388	100.00%	7,388	295.52	-	295.52	7,092.48	Impact Fees (100%)	In-Process	Community Development
	Public Safety Headquarters Expansion	2017	2019	4,573,815	100.00%	4,573,815	-	718,750.00	718,750.00	-	General Revenues (55%); Impact Fees (16%); DEA (13%); E-911 Fees (16%)	Complete	Public Safety/ Public Works
	Public Safety Headquarters Parking Expansion	2025	2026	280,000	62.30%	174,440	-	-	-	-	TBD		Public Safety



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	E911 Facility Renovations	2022	2024	54,894	100.00%	54,894	-	-	-	-	911 Fees (100%)	Complete	Public Safety/ Public Works
	Hazardous Materials Truck & Trailer	2020	2021	249,680	62.30%	155,550	-	155,750.00	155,750.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	Quint Apparatus for Fire Station 81	2022	2023	1,311,250	62.30%	816,909	-	-	-	-	Capital Lease (100%)	Complete	Public Safety
	Fire Rescue-Rapid Response Truck	2022	2023	200,000	62.30%	124,600	124,100.00	-	124,100.00	-	Impact Fees (62%); General Revenue (38%)	Complete	Public Safety
	All Terrain Vehicles for Public Safety (Police)	2023	2024	29,462	62.30%	18,355	-	-	-	-	Impact Fees (63%); General Revenue (37%)	Procurement Phase	Public Safety
	Fire Station Assessments/Renovations/Expansion	2024	2028	TBD	TBD	TBD	-	-	-	-	General Revenue/TBD	Assessment Phase	
				<u>\$ 6,729,396</u>		<u>\$ 5,948,858</u>	<u>\$ 124,395.52</u>	<u>\$ 890,125.01</u>	<u>\$ 1,014,520.53</u>	<u>\$ 7,092.48</u>			
Recreation and Parks													
	Impact Fee Ordinance Update	2014	2016	\$ 21,948	100.00%	\$ 21,948	\$ -	\$ 11,875.01	\$ 11,875.01	\$ -	Impact Fees (100%)	Complete	Community Development
	Impact Fee Ordinance Update	2022	2023	10,220	100.00%	10,220	408.80	-	408.80	9,811.20	Impact Fees (100%)	In-Process	Community Development
	Scramble Intersection at Canton St and Milton Ave	2021	2022	130,274	24.00%	31,266	-	-	-	-	General Revenue (100%)	Complete	Public Works
	Providence Road Sidewalk Improvements	2025	2027	1,200,000	24.00%	288,000	-	-	-	-	TBD		Public Works
	Waters Rd Sidewalk Improvements	2025	2027	1,200,000	24.00%	288,000	-	-	-	-	TBD		Public Works
	Wills Drive Sidewalk Improvements	2025	2027	170,000	24.00%	40,800	-	-	-	-	TBD		Public Works
	Mid-Block Crosswalk (Alpharetta Elementary School)	2022	2024	113,037	24.00%	27,129	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Mid-Block Crosswalk (Manning Oaks Elementary School)	2022	2024	74,263	24.00%	17,823	-	-	-	-	TSPLOST 2 (100%)	On-Hold	Public Works
	Mid-Block Crosswalk (Cogburn Road Park)	2022	2024	149,401	24.00%	35,856	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Mid-Block Crosswalk (Mid Broadwell Rd at Charlotte Dr)	2022	2024	146,000	24.00%	35,040	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Improved Crossing from Parking Deck to north side of Milton Ave	2022	2024	212,300	24.00%	50,952	-	-	-	-	TSPLOST 2 (100%)	Complete	Public Works
	Intersection at Marietta St. and Roswell St.	2022	2024	350,001	24.00%	84,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Improved Pedestrian Crossings from City Center to Churches	2022	2024	750,000	24.00%	180,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	Pedestrian Safety Barrier at City Center Town Green	2023	2024	255,841	24.00%	61,402	-	-	-	-	General Revenue (100%)	Construction Phase	Public Works
	Artificial Turf at City Center Town Green	2021	2021	160,000	24.00%	38,400	-	33,177.00	33,177.00	-	General Revenue (79%; Impact Fees (21%))	Complete	Public Works
	4 Pedestrian Bridges (Windward Pkwy over Big Creek; Greenway access)	2022	2026	4,000,000	24.00%	960,000	-	-	-	-	TSPLOST 2 (100%)	Design Phase	Public Works
	AlphaLoop City Trail	2017	2027	2,241,143	100.00%	2,241,143	-	-	-	8,550.00	GO Bond (20%); Contributions (Avalon/NFCID/ABC; 80%); Impact Fees (<1%)	Multiple Phases (design/construction)	Community Development/ Public Works



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	AlphaLoop City Trail (Old Milton Parkway to Northwinds)	2017	2027	15,173,334	100.00%	15,173,334	-	-	-	10,450.00	TSPLOST 2 (80%); TSPLOST 1 (5%); Contributions (1%) Grants (3%); Impact Fees (10%); GO Bond (1%); General Revenue (1%)	Multiple Phases (design/construction)	Community Development/ Public Works
	AlphaLoop (pedestrian tunnel under Haynes Bridge Rd. at GA400)	2025	2028	8,000,000	100.00%	8,000,000	-	-	-	-	GO Bond (94%); TSPLOST 2 (TIER 3; TBD)	Design Phase	Public Works
	City Center Walking Trail	2017	2019	300,000	100.00%	300,000	-	300,000.00	300,000.00	-	Impact Fees (100%)	Complete	Public Works
	Greenway Extension to Forsyth County	2017	2021	12,339,036	25.63%	3,162,495	120,879.96	1,130,189.77	1,251,069.73	-	GO Bond (80%); Impact Fees (10%); TSPLOST 1 (8%); General Revenues (2%)	Complete	Parks/Public Works
	Encore Parkway Greenway Connection/Park	2023	2026	5,006,300	25.63% to 100%	2,589,490	-	-	-	-	TSPLOST 1 (51%); Impact Fees (40%); NFCID (9%)	Design Phase	
	Eastside Community Center/YMCA Partnership	2017	2022	2,549,186	30.96%	789,228	-	-	-	-	GO Bond (100%)	Complete	Parks
	Alpharetta Arts Center Development	2017	2019	3,390,014	54.17%	1,836,371	-	1,300,001.33	1,300,001.33	-	GO Bond (44%); Impact Fees (38%); General Revenues (2%); Hotel/Motel Taxes (16%)	Complete	Parks/Public Works
	Alpharetta Arts Center Parking Expansion	2025	2027	950,000	54.17%	514,615	-	-	-	-	TBD		Parks/Public Works
	Wills Park Pool Renovation/Expansion	2017	2019	6,206,259	36.12%	2,241,701	-	1,100,000.00	1,100,000.00	-	GO Bond (44%); Impact Fees (18%); General Revenues (38%)	Complete	Parks/Public Works
	Wills Park Pool Heater	2025	2026	100,800	36.12%	36,409	-	-	-	-	TBD		Parks
	Design and Construction of new Park Spaces	2019	2023	998,901	9.06% to 100%	433,693	-	433,692.69	433,692.69	-	General Revenue (57%); Impact Fees (43%)	Complete	Parks
	Wills Park Equestrian Center Master Plan buildout	2022	2026	10,502,417	68.93%	7,239,316	463,677.65	-	463,677.65	-	GO Bond (48%); Impact Fees (4%); Hotel/Motel Taxes (<1%); Equestrian Foundation (48%)	Multiple Phases (Design; Construction)	Parks
	Wills Park Master Plan Improvements	2022	2026	6,751,892	9.06% to 100%	6,751,892	-	-	-	-	GO Bond (84%); Impact Fees (5%); Hotel/Motel Taxes (11%)	Multiple Phases (Design; Construction)	Parks
	Mid-Broadwell Park build-out	2022	2026	500,001	9.06% to 100%	500,001	-	-	-	-	GO Bond (100%)	Procurement Phase	Parks
	Old Rucker Park build-out	2022	2026	3,000,000	9.06% to 100%	3,000,000	-	-	-	-	GO Bond (100%)	Procurement Phase	Parks
	Union Hill Park (redevelopment/trailhead)	2022	2026	3,250,001	9.06% to 100%	3,250,001	-	-	-	-	GO Bond (100%)	Design Phase	Parks
	Farmhouse Park build-out	2022	2026	2,000,000	9.06% to 100%	2,000,000	-	-	-	-	GO Bond (100%)	Survey Phase	Parks
	Waters Road Park build-out	2022	2026	1,250,001	9.06% to 100%	1,250,001	-	-	-	-	GO Bond (100%)	Construction Phase	Parks
	Synthetic Turf Webb Bridge Park (soccer field)	2022	2026	1,000,000	36.12%	361,200	-	-	-	-	GO Bond (100%)	Design Phase	Parks
	North Park Master Plan/Development	2025	2029	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD		Parks
	Webb Bridge Park Master Plan/Development	2025	2029	1,600,000	9.06% to 100%	1,600,000	-	-	-	-	TBD		Parks



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	North Park Fields 1-4 Restroom (replacement/expansion)	2025	2027	700,000	91.91%	643,370	-	-	-	-	TBD		Parks
	Haynes Bridge Road Park Restroom (new)	2025	2027	300,000	91.91%	275,730	-	-	-	-	TBD		Parks
	Marconi Drive Park Restroom (new)	2025	2027	150,000	91.91%	137,865	-	-	-	-	TBD		Parks
				<u>\$ 98,802,568</u>		<u>\$ 68,098,689</u>	<u>\$ 584,966.41</u>	<u>\$ 4,308,935.80</u>	<u>\$ 4,893,902.21</u>	<u>\$ 28,811.20</u>			
Total							\$ 781,381.02	\$ 6,190,380.22	\$ 6,971,761.24	\$ 231,269.75			

BACKUP

CITY OF ALPHARETTA

**COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES**

NONMAJOR GOVERNMENTAL FUNDS

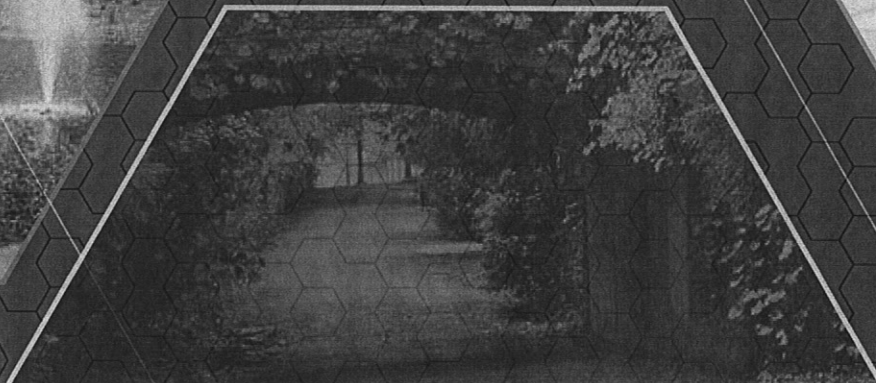
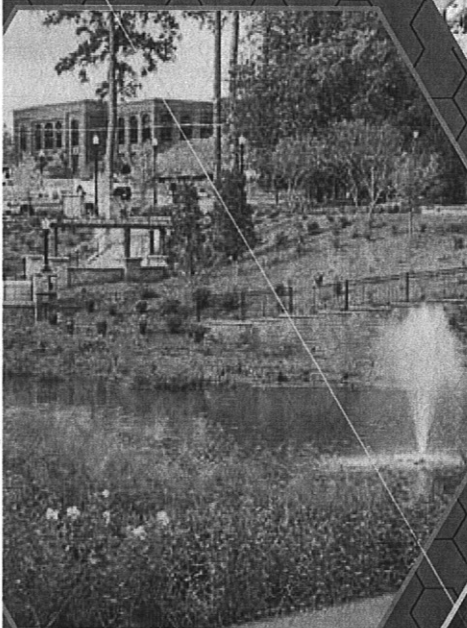
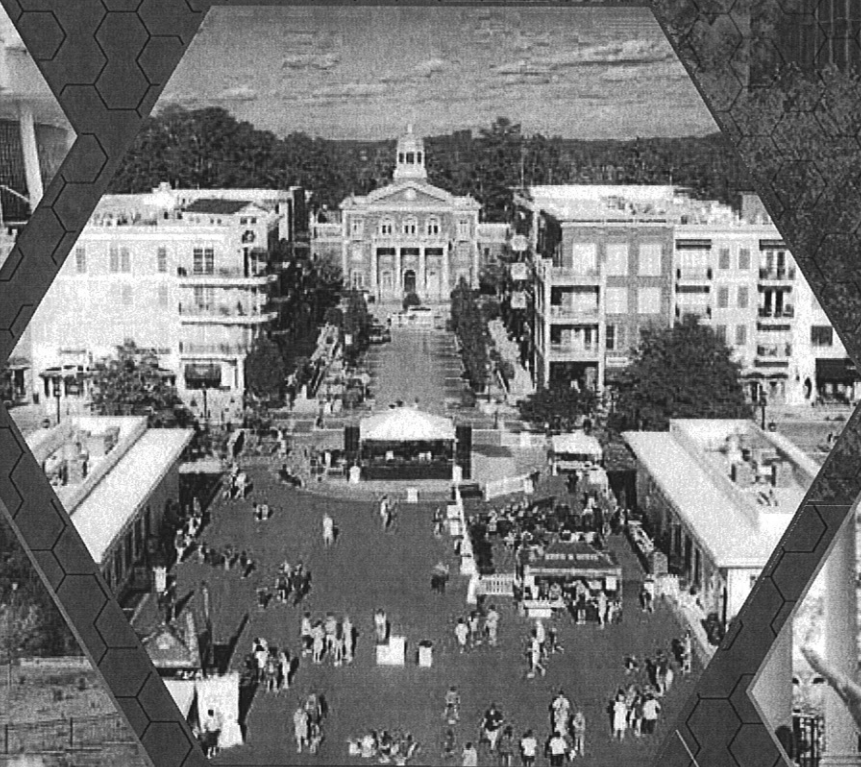
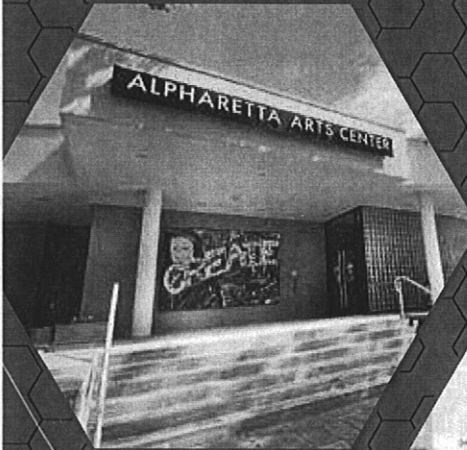
For the Fiscal Year Ended June 30, 2022 – Page 1 of 2

	Special Revenue Funds					
	Hotel Motel	Impact Fee	Confiscated Assets	Grant Operating	E911	Development Authority
Revenues:						
Property taxes	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Hotel/Motel taxes	7,940,764	—	—	—	—	—
Other taxes	—	—	—	—	—	—
Impact fees	—	1,939,187	—	—	—	—
Charges for services	—	—	—	—	3,502,209	—
Forfeiture income	—	—	267,522	—	—	—
Intergovernmental	—	—	—	36,681	965,885	—
Contributions	—	—	—	63,442	—	—
Investment earnings (losses)	(25,695)	(64,244)	1	(1,780)	(26,247)	4
Other revenues	—	—	—	6,248	—	109,712
Total revenues	7,915,069	1,874,943	267,523	104,591	4,441,847	109,716
Expenditures:						
Current:						
General government	—	—	—	1,500	—	158,088
Public safety	—	—	127,545	16,284	5,717,606	—
Culture and recreation	—	—	—	70,900	—	—
Community development	3,767,459	—	—	—	—	—
Public works	—	781,381	—	—	—	—
Capital outlay	—	—	—	—	—	—
Debt service:						
Principal	595,000	—	—	—	298,206	—
Interest	744,963	—	—	—	4,577	—
Total expenditures	5,107,422	781,381	127,545	88,684	6,020,389	158,088
Excess (deficiency) of revenues over expenditures	2,807,647	1,093,562	139,978	15,907	(1,578,542)	(48,372)
Other financing sources (uses):						
Transfers out	(2,975,786)	—	—	—	—	—
Transfers in	—	—	—	—	—	—
Proceeds from sale of capital assets	—	—	—	—	1,565,705	—
Total other financing sources (uses)	(2,975,786)	—	—	—	1,565,705	—
Net change in fund balances	(168,139)	1,093,562	139,978	15,907	(12,837)	(48,372)
Fund balances, beginning of fiscal year	1,311,312	3,809,715	200,999	101,108	2,629,573	263,121
Fund balances, end of fiscal year	\$1,143,173	\$4,903,277	\$340,977	\$117,015	\$2,616,736	\$214,749

continued
on next page →

Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2022





STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: August 21, 2023

AGENDA ITEM:

Text Amendments: Ethics Ordinance

FIRST READING

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

STAFF RECOMMENDATION:

Approve in first reading an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Consideration of adoption of an ordinance to amend Article V of Chapter 2 of The Code of the City of Alpharetta, Georgia, the Code of Ethics and Conduct.

Alpharetta is committed to the highest standard of ethics. After several discussions with the City Council, the ordinance presented represents feedback received. The utilization of the current ordinance presented some difficulties with board composition and deadlines that need to be amended. If approved, the new ordinance would become effective immediately and the process of establishing Ethics Board members would commence.

ALTERNATIVES:

Leave the current ordinance unchanged or repeal it

ATTACHMENTS:

1. Ethics Ordinance - Proposed
2. Alpharetta Code of Ethics and Conduct - Currently Codified

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 2, CODE OF ETHICS AND CONDUCT, OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO AMEND REQUIREMENTS FOR THE FILING OF ETHICS COMPLAINTS; TO PROVIDE FOR THE COMPOSITION OF THE ETHICS BOARD; TO PROVIDE OPERATING PROCEDURES FOR THE ETHICS BOARD; TO ESTABLISH PROCEDURES FOR PROCESSING ETHICS COMPLAINTS; TO PROVIDE FOR DISCIPLINARY ACTION; TO PROVIDE FOR PENALTIES FOR THE WRONGFUL USE OF AN ETHICS COMPLAINT; TO PROVIDE FOR ATTORNEY'S FEES; TO REPEAL CONFLICTING PROVISIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, pursuant to its Charter and other laws of the State of Georgia, the City of Alpharetta, Georgia has the power to adopt clearly reasonable ordinances, resolutions and regulations for the protection and preservation of the public health, safety and welfare of its citizens; and

WHEREAS, Article V of Chapter 2 of the City of Alpharetta Code of Ordinances, otherwise referred to as the Code of Ethics and Conduct, includes provisions related to the board of ethics and ethics complaints; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City's residents to amend the existing regulations.

NOW THEREFORE, THE COUNCIL OF THE CITY OF ALPHARETTA HEREBY ORDAINS, as follows:

SECTION 1. That Section 2-195 through Section 2-211 of the Code of the City of Alpharetta, Georgia are hereby replaced in their entirety by the text attached hereto as Exhibit A.

SECTION 2. That all ordinances or part of ordinances that conflict with the terms of this ordinance are hereby repealed; and

SECTION 3. That if any portion of this Ordinance or the application thereof shall be held invalid or unconstitutional, the other provisions of this Ordinance shall not be affected, and thus, the provisions of this Ordinance are declared severable.

SECTION 4. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature approval of the Mayor.

SO ORDAINED this the _____ day of _____, 2023, the public's health, safety, and welfare demanding it.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Dan Merkel

Donald F. Mitchell

Brian Will

Douglas J. Derito

John Hipes

Jason Binder

ATTEST:

APPROVED AS TO FORM:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

EXHIBIT A

Sec. 2-195. Implementation.

Ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

Sec. 2-196. Ethics complaints.

- (a) Any person may file an ethics complaint alleging a violation of any of the provisions of this article by a City Official by completing and submitting to the City Clerk the ethics complaint form provided by the City. The person filing an ethics complaint shall be referred to in this article as the "complainant." In the event the City Clerk is the subject of an ethics complaint, all duties of the City Clerk in this article shall be undertaken by the City Administrator.
- (b) The ethics complaint shall, at a minimum, identify the specific provisions of this article alleged to be violated, shall be supported by affidavits based on personal knowledge, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit shall be attached to the affidavit. Every ethics complaint shall be signed and notarized, and shall contain the following statement:

"I have read the ethics complaint and aver that the facts contained therein are true to the best of my knowledge and belief, and I am aware that the Ethics Ordinance authorizes the imposition of penalties against me for filing a frivolous complaint, including without limitation, payment of costs and attorney's fees associated with the handling and processing of the ethics complaint, and/or all other penalties applicable under the law."
- (c) An ethics complaint shall be filed within six months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure, within six months of the date the alleged violation was or should have been discovered by the complainant after due diligence so long as such date is not more than one (1) year after the date the alleged violation is said to have occurred.
- (d) No action may be taken on any ethics complaint which arises out of substantially the same facts or circumstances which have previously served as the basis for an ethics complaint pursuant to this article.
- (e) A separate ethics complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. The person alleged to have violated this article shall be referred to in this article as the "respondent."

Sec. 2-197. Board of ethics.

- (a) Notwithstanding the requirements of Section 2-111 of this Code, the Board of Ethics ("Board") shall be composed of five (5) individuals, who shall serve for terms of four (4) years. All members of the Board shall serve until their successors are appointed.

- (b) Members of the Board shall be appointed by a majority vote of the mayor and councilmembers, provided that no individual may be appointed to the Board who receives more than one negative vote.
- (c) The mayor and council may also appoint up to two alternate members to serve on the Board in the event a Board member is disqualified to hear a complaint due to a conflict or resigns prior to the final resolution by the Board of an ethics complaint. Alternates shall be appointed in the same manner as members of the Board, and shall meet the same qualifications as set forth below.
- (d) Member Qualifications:
 - (1) Three members of the Board and one alternate shall meet the following qualifications:
 - (a) Are attorneys at law in good standing with the State Bar of Georgia;
 - (b) Have been a member of the State Bar of Georgia for at least five years, and have at least five years experience in the practice of law, with no less than three of those years dedicated to general civil litigation practice;
 - (c) Are not, and have never been, an employee or City official, and are not the spouse, parent, child, or sibling of an existing or former employee or City official;
 - (d) Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting City Council members or any business in which a sitting City Council member has a substantial interest, have not provided monetary or in-kind campaign contributions to sitting City Council members, and otherwise have no conflict of interest in providing service on the Board; and
 - (e) Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
 - (2) Two members of the Board and one alternate shall meet the following qualifications:
 - (a) Are residents of the city and have been residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the Board.
 - (b) Are not, and have never been, an employee or City official, and are not the spouse, parent, child, or sibling of an existing or former employee or City official;
 - (c) Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting City Council members or any business in which a sitting City Council member has a substantial interest, have not provided monetary or in-kind campaign contributions to sitting City Council members, and otherwise have no conflict of interest in providing service on the Board; and
 - (d) Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years

have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

- (e) Upon appointment, members of the Board and any alternates shall sign an affidavit attesting to their qualification to serve as a member of the Board.

Sec. 2-198. Processing ethics complaints.

- (a) Upon receipt of an ethics complaint, the City Clerk shall, within five (5) business days from receipt of the ethics complaint, determine whether the ethics complaint on its face satisfies the requirements of section 2-196 of this article.
 - (1) If the ethics complaint does not meet the requirements set forth in section 2-196 of this article, the City Clerk shall notify the complainant in writing of the defect(s) via certified mail, return receipt requested. Thereafter, the complainant shall be afforded ten (10) business days from receipt of the notification of defect from the City Clerk to cure any defects that may be cured and re-submit the ethics complaint. If an ethics complaint is not re-submitted within the allotted time period, the City and the City Clerk shall take no further action on the ethics complaint.
 - (2) If the City Clerk finds that the ethics complaint meets the requirements of section 2-196 of this article on its face, the ethics complaint will be processed pursuant to the provisions of this article.
- (b) Upon confirmation by the City Clerk that the ethics complaint meets the requirements of section 2-196 of this article on its face, the City Clerk shall promptly forward a copy of the ethics complaint by certified mail, return receipt requested, to the City official against whom the ethics complaint was filed.
- (c) The respondent shall respond to the ethics complaint within 30 days of receipt of the ethics complaint from the City Clerk. The respondent's response may be supported by affidavits based on personal knowledge and shall show affirmatively that the affiant is competent to testify to the matters stated therein. The response may include allegations of a violation of section 2-210 of this article. All documents referred to in an affidavit shall be attached to the affidavit. The respondent shall verify the response by his or her signature thereon, which shall be notarized.
- (d) Within 60 days of the determination by the City Clerk that the ethics complaint meets the requirements of section 2-196 of this article, unless such time is extended by the Board to hear the ethics complaint upon good cause shown, the Board shall convene a meeting to conduct an initial review of the ethics complaint to determine whether specific, substantiated evidence from a credible source(s) exists in the ethics complaint to support a reasonable belief that there has been a violation of this article.
- (e) If, after reviewing the ethics complaint, the Board determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article or determines that no violation occurred as a matter of applying the facts alleged and accepted as true to the terms of the article, the Board shall dismiss the ethics complaint without further proceedings. Such dismissal shall be entered in writing stating the basis therefor.

- (f) If the Board determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article by the respondent, the Board shall set a hearing for consideration of the allegations of the ethics complaint, which hearing shall be held in not less than thirty (30) days and not more than forty-five (45) days from the date of notice for the hearing ("ethics hearing"). Written notice of the ethics hearing, containing the time, date, and place of such hearing, shall be sent to the complainant and the respondent by the City Clerk by certified mail, return receipt requested.

Sec. 2-199. Ethics hearings.

- (a) All ethics hearings shall be conducted so as to ensure the requirements of due process. At the ethics hearing, the complainant and respondent shall be entitled to make opening statements, testify, present witnesses and evidence, and make a closing statement after the submission of all evidence. Both the complainant and the respondent shall be allowed to question any witness that testifies.
- (b) The respondent and the complainant shall be entitled to be represented by legal counsel at all stages of consideration of an ethics complaint, including at the ethics hearing.
- (c) The Board may not call witnesses or tender evidence of its own accord; however, members of the Board may question any witnesses that are called to testify by either the respondent or the complainant.
- (d) Any final determination resulting from the ethics hearing shall include written findings of fact and conclusions of law. In reaching its decision on the ethics complaint, the Board shall decide if clear and convincing evidence presented at the ethics hearing establishes a violation of this article.

Sec. 2-200. Organization and internal operating regulations.

- (a) The Board shall elect a chairperson to preside over meetings and hearings of the Board.
- (b) Members of the Board shall serve without compensation.
- (c) The City Council shall provide meeting space for the Board. Subject to budgetary procedures and requirements of the City, the City shall provide the Board with such supplies and equipment as may be reasonably necessary to perform its duties and responsibilities. The City Clerk shall serve as recording secretary to the Board.
- (d) Subject to budgetary procedures and requirements of the City, the City Attorney shall be available to assist the Board in carrying out its responsibilities or to act as an ethics hearing administrator, whose duties shall be limited to conducting the ethics hearing as directed by the Board. In the event the City Attorney has a conflict of interest in acting as an ethics hearing administrator on a particular case, the Board may petition the City Council for appointment of counsel on a case-by-case basis. Any such appointed counsel shall be approved by the City Council, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board and the City Council.
- (e) The chairperson shall be entitled to the same voting rights as the other members of the Board.

- (f) All meetings or public hearings shall be open to the public and conducted in accordance with the open meeting requirements under state law. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting.
- (g) No official action concerning complaints shall be taken by the Board, except by the affirmative vote of a majority of the Board.

Sec. 2-201. Removal of members.

The City Council may remove a member of the Board on grounds of neglect of duty or misconduct in office. For purposes of this section, a Board member that, without good cause, misses two scheduled Board meetings during the handling of a single case shall be deemed to have neglected their duty such that no further evidence demonstrating neglect need be shown. Before initiating the removal of a member from the Board, the City Council shall give the member written notice of the reason for the intended action, and the member shall have the opportunity to reply. Thereafter, the City Council shall afford such member an opportunity for a hearing before the City Council. Upon removal of a member by the City Council, the City Council shall promptly undertake to appoint a replacement member.

Sec. 2-202. Resignation of member.

Any Board member's resignation shall be submitted in writing to the City Clerk who shall forward the resignation to the City Council, the Mayor, and the other members of the Board. A resignation shall be deemed effective upon submission to the City Clerk and cannot be revoked. Upon receipt of the resignation, the Mayor and Council shall appoint a new member to the Board.

Sec. 2-203. Duties and powers.

The Board shall have the following duties and powers:

- (1) To establish any procedures, rules, and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules, and regulations do not conflict with any provision contained herein;
- (2) To consider and hear complaints of violations of this article;
- (3) To administer oaths;
- (4) To recommend such action as provided in this article as deemed appropriate because of any violation of this article; and
- (5) To perform any other function authorized by this article.

Sec. 2-204. Custodian of records.

The City Clerk shall serve as legal custodian of the Board records, and shall accept, file, maintain, and administer, in accordance with all applicable laws, any information related to the purposes of this article.

Sec. 2-205. Limitation of liability.

No member of the Board, or any person acting on behalf of the Board, shall be liable to any person for any damages arising out of the enforcement or operation of this ethics article, except in the case of willful or wanton misconduct. This limitation of liability shall apply to the City, the members of the Board, the City Clerk, the City Attorney, and any person acting under the direction of the Board.

Sec. 2-206. Disciplinary action.

- (a) Upon a determination that a City official has violated this article, the Board shall recommend to the mayor and the City Council that the City impose any combination of the following penalties and actions:
 - (1) No further action;
 - (2) Written warning, censure, or reprimand;
 - (3) Request for resignation from office;
 - (4) Removal from office to the extent provided by Georgia law; and
 - (5) Repayment to the City of any unjust enrichment.
- (b) The City Council shall retain the discretion to determine whether any recommendation presented by the Board under subsection (a) shall be imposed. In exercising this discretion, the City Council shall not be bound by the recommendation of the Board and may impose any combination of the penalties listed in the relevant section. This discretion shall not entitle the City Council to override a determination by the Board that a violation has occurred.
- (c) In addition to any other remedy provided herein, upon determination of a violation of this article, the Board may recommend to the mayor and the City Council in writing that any task order, contract, bid, or change order that was the subject of the violation be cancelled or rescinded. The City Council shall retain the discretion to determine whether such a cancellation or rescission would be in the best interest of the City and shall not be bound in any way by a recommendation of the Board.
- (d) In addition to any other remedy provided herein, the Board may also forward its written decision to the Fulton County District Attorney's Office, the Office of the Governor, or other investigatory, prosecutorial, or regulatory agency for appropriate action.

Sec. 2-207. Judicial review.

- (a) Any party against whom a decision of the Board is rendered may obtain judicial review of the decision by writ of certiorari to the Superior Court of Fulton County. The application for the writ shall be filed within 30 days from the date of the decision of the City Council with respect to the punishment to be imposed. If the Board dismisses the ethics complaint or finds no violation to have been proven by clear and convincing evidence after an ethics hearing, the writ shall be filed within 30 days of the written dismissal or decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

- (b) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

Sec. 2-208. Ex parte communications.

- (a) After an ethics complaint has been filed and during the pendency of an ethics complaint before the Board, no member of the Board may communicate directly or indirectly with any party or other person about any issue of fact or laws regarding the ethics complaint, except as follows:
 - (1) The members of the Board may obtain legal advice from the City attorney and may discuss the ethics complaint with any City staff provided by the City Council to assist the Board; and
 - (2) The members of the Board may discuss the ethics complaint at a lawfully conducted meeting.
- (b) If any person attempts to communicate with a Board member regarding an ethics complaint pending before the Board, the Board member shall report the substance of the communication to the Board on the public record at the next meeting or hearing of the Board.
- (c) No Board member shall undertake an independent investigation of any complaint or matter before the Board.

Sec. 2-209. Confidentiality of ethics board information.

No member of the Board, city staff, nor any other public servant who has access to any confidential information related to the functions or activities of the Board, shall divulge that information to any person not authorized to have it.

Sec. 2-210. Wrongful use of this article.

- (a) The purpose of this article is to maintain a high standard of ethical behavior by City officials. This will be most effective when City officials and citizens work together to set and maintain high ethical standards.
- (b) In order to accomplish this purpose, ethics complaints shall be based on fact and have the intent to improve the ethical climate of the City.
- (c) A wrongful use of this article shall occur if and when a frivolous, false, or politically motivated ethics complaint is filed in a negligent, reckless, or purposeful manner without a basis in law or fact and for purpose other than reporting a violation of this article.
- (d) In deciding if an ethics complaint is a wrongful use of this article, the Board shall consider the following, without limitation:
 - (1) The timing of the ethics complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, when the ethics complaint was filed, and the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;

- (2) The nature and type of publicity surrounding the filing of the ethics complaint, and the degree of participation by the complainant in publicizing the fact that an ethics complaint was filed;
 - (3) The existence and nature of any relationship between the respondent and the complainant before the ethics complaint was filed;
 - (4) If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
 - (5) Whether the complainant knew or reasonably should have known that the allegations in the ethics complaint were groundless; and
 - (6) The complainant's motives in filing the complaint.
- (e) Allegations of a violation of this section shall be raised by the respondent as part of the respondent's response to an ethics complaint.
 - (f) Allegations of a violation of this section shall be considered by the Board considering the ethics complaint that is alleged to be a violation of this section. Evidence supporting and opposing the allegations of a violation of this section shall be presented at the same ethics hearing conducted with respect to the ethics complaint that is alleged to be a violation of this section.
 - (g) Upon a finding by the Board that clear and convincing evidence of a violation of this section was presented at the ethics hearing, the Board shall recommend to the mayor and the City Council that the City impose any combination of the following penalties and actions:
 - (1) Public reprimand;
 - (2) Criminal prosecution for perjury; and
 - (3) Payment of costs and attorney's fees associated with the handling and processing of the ethics complaint. For purposes of this subsection, the term "costs" shall include the staff time dedicated to processing the ethics complaint as well as copy costs and other directly attributable administrative expenses. For purposes of this subsection, the phrase "attorney's fees" shall include the reasonable fees of the attorney retained, if any, by the subject of the ethics complaint as well as any fees necessary to be paid to the Board attorneys.

Sec. 2-211. Reimbursement for reasonable attorney's fees.

In the event an ethics complaint brought against the respondent arising out of their official duties is dismissed (by either voluntary withdrawal of the complaint by the complainant or by action of the Board dismissing the complaint as unfounded or otherwise subject to dismissal), the respondent shall be entitled to reimbursement from the City for reasonable attorney's fees incurred in defending said ethics complaint. Upon securing a final determination by the Board of the complaint being dismissed (to include voluntary withdrawal of the complaint by the complainant), the respondent shall submit a copy of the order making such findings or complainant's withdrawal, whichever is applicable, to the Alpharetta City Administrator along with a copy of all applicable itemized attorney's fees incurred in defending same. The itemized attorney's fees shall have attorney time and tasks broken down in one-tenth of an hour

increments along with the attorney's hourly fee, coupled with a sworn statement by the attorney that the amount submitted for repayment is the same amount for which the respondent would otherwise have been responsible, or has already paid. Other than attorney time, no other expense or fees shall be subject to reimbursement.

The City Administrator shall submit the attorney fee statement to the City Attorney for a determination of reasonableness, of which determination shall be provided in writing (including e-mail) to the City Administrator. Upon all or a portion of the fees being deemed reasonable, the City Administrator shall submit all documentation to the City Finance Department for issuance of a reimbursement check to the respondent or respondent's attorney, at respondent's discretion. In no event shall reimbursement under this paragraph exceed \$10,000.00 per ethics complaint.

Secs. 2-212—2-224. Reserved.

ARTICLE V. CODE OF ETHICS AND CONDUCT¹

Sec. 2-189. Purpose.

Recognizing that stewardship of the public interest must be their primary concern, city officials will work for the common good of the people of Alpharetta and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions.

The purpose of this code of ethics is to:

- (1) Encourage high ethical standards in official conduct by city officials;
- (2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (4) Serve as a basis for disciplining those who refuse to abide by its terms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-190. Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and policies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-191. Definitions.

Solely for the purpose of this code of ethics:

City official or *official*, unless otherwise expressly defined does not include city employees but does mean the mayor and members of the city council. The term "city official" also includes all individuals, including city

¹Editor's note(s)—Ord. No. 755, § 1, adopted Apr. 30, 2018, amended art. V in its entirety to read as herein set out. Former art. V, §§ 2-189—2-204, pertained to similar subject matter, and derived from Code 1989, §§ 2-141—2-147, 2-149—2-155, 2-157, 2-158; Ord. No. 587, §§ 1—7, 9—15, 17, 18, adopted May, 1, 2006; and Ord. No. 662, §§ 1—7, 9—15, 17, 18, adopted May, 21, 2012.

State law reference(s)—Code of ethics for governmental service, O.C.G.A. § 45-10-1; conflicts of interest, O.C.G.A. § 45-10-10 et seq.

employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Financial interest means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the official, other than the duly authorized salary or compensation for the official's services to the city, or to any person employing or retaining the services of the official or to a person or entity in which the official has a substantial interest.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Reasonably foreseeable means a result or event that can be reasonably anticipated or expected, and is more than hypothetical or theoretical.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (1) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (2) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-192. Conduct.

- (a) *Conduct of city officials.* The professional and personal conduct of city officials must be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, or the staff.
- (b) *Respect for process.* City officials shall perform their duties in accordance with the processes and rules of order established by the city council and boards and commissions governing the deliberation of public policy

issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

- (c) *Conduct of public meetings.* City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
- (d) *Decisions based on merit.* City officials shall base their decisions on the merits and substance of the matter at hand.
- (e) *Communication.* City officials shall publicly share substantive information that is relevant to a matter under consideration by the council or boards and commissions which they may have received from sources outside the public decision-making process.
- (f) *Policy roles of city officials.* City officials shall respect and adhere to the structure of government of Alpharetta as outlined in the city Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, commissions, and city staff.
- (g) *Liaison responsibility.* City officials serving as liaisons to city departments shall serve to facilitate communications and information from those departments to city council, but shall not direct the activities of the department directors. City officials shall not interfere with the day-to-day administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement council policy decisions.
- (h) *Independence of boards and commissions.* Because of the value of the independent advice of boards and commissions to the public decision-making process, city officials of council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings.
- (i) *Positive work place environment.* City officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. City officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-193. Prohibitions.

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, or where it is reasonably foreseeable to a reasonable person that the decision will have a financial effect to a person or entity in which the official has a substantial interest unless it can be demonstrated that the financial effect is indistinguishable from the effect on the public generally, shall fail to disclose for the record the substantial interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) Where the substantial interest of a city official has not been disclosed as required by subsection (b) of section 2-193 by reason of a city official's absence from the meeting referred to therein, the city official shall disclose the interest and otherwise comply with subsection (b) of section 2-193 at the first meeting of the council, board or commission, as the case may be, attended by the city official after the meeting referred to in subsection (b) of section 2-193.

-
- (d) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
 - (e) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
 - (f) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
 - (g) Public property shall be disposed of in accordance with state law.
 - (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
 - (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
 - (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
 - (k) No city official shall utilize the city's name or logo for the purpose of endorsing any business.
 - (l) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
 - (m) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
 - (n) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
 - (o) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
 - (p) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
 - (q) A city official shall represent the official policies or positions of the city council, board and commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
 - (r) In keeping with their role as stewards of the public interest, members of council shall not appear on behalf of the private interests of third parties before the council or any board or commission, or proceeding of the city, nor shall members of boards and commissions appear before their own bodies or before the council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-194. Conflict of interest.

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-195. Board of ethics.

- (a) The board of ethics of the city (the "board") shall be composed of five residents of the city to be appointed as follows: the mayor and councilmembers shall each designate two qualified citizens to provide a pool of 14 individuals who have consented to serve as a member of such board and who will be available for a period of two years to be called upon to serve in the event a board is appointed. The city clerk shall maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the mayor and council, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until five members of the board have been appointed. Such board will elect one of its members to serve as chair.
- (b) All members of the board shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.
- (c) The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of 14. The mayor and councilmembers who originally designated the departing members shall designate their replacements.
- (d) No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.
- (e) Members of the board with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board for that complaint. An alternate member of the board shall be selected in the same manner as the disqualified individual.
- (f) The members of the board shall serve without compensation. The city council shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
- (g) No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- (h) No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Alpharetta.

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- (i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board.
 - (j) Members of the board may be removed with or without cause by majority vote of the city governing authority.
 - (k) The city attorney shall be available to provide legal advice to the board and shall attend all meetings and hearings of the board to insure that all proceedings are conducted properly and in accordance with applicable law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting. The mayor and council shall be the body to take final action as provided in section 2-199.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-196. Receipt of complaints; initial review.

- (a) All complaints against city officials shall be filed with the city clerk. All complaints shall be submitted in writing and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the city clerk or the clerk's designee shall forward a copy of the complaint to the mayor and council and city official or officials charged in the complaint within no more than seven calendar days. The charged official may, but is not required, to file a response to the board. If a response is provided, it shall be filed not later than ten calendar days after receipt of the complaint. The response shall be submitted in writing and signed under oath and shall address why the complaint is invalid on its face. All determinations under this section shall be made not later than 30 days after the filing of the complaint.
- (b) Upon receipt of a complaint in proper form, the board shall conduct an initial review to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council. The board is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city council any complaint dismissed under this section. For complaints that are not dismissed or adjudicated within the deadline under this section, the board shall proceed as set forth in section 2-197.
- (c) The board is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-197. Further proceedings on complaints.

- (a) If the board does not dismiss the complaint pursuant to section 2-196 or if no action is taken within the deadline stated in this section, the city clerk or board shall cause the complaint to be formally served on the city official charged as soon as practicable but in no event later than seven calendar days after the determination of the board. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. The official shall, within 20 days of service submit a response to the board addressing the charges. Such response shall be in writing, and under oath. A hearing shall be held within 60 calendar days after filing of the complaint. The board is empowered to conduct investigations, to take

evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. The decision of the board shall be rendered to mayor and council within seven calendar days after completion of the final hearing. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city council to act upon any complaint.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-198. Right to appeal.

- (a) Any city official or complainant adversely affected by the findings or recommendations of the board may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of Fulton county within 30 days after the decision of the board. The filing of such application shall act as supersedeas.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-199. Penalty.

Any person violating any provision of this article is subject to:

- (1) Public reprimand or censure by the city council; or
- (2) Request for resignation by the vote of city council.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-200. Implementation.

Ethical standards shall be included in the regular orientations for candidates for city council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

(Ord. No. 755, § 1, 4-30-2018)

Secs. 2-201—2-224. Reserved.



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 21, 2023

AGENDA ITEM:

Public Hearing on the Fiscal Year 2024 Millage Rate Levy

An opportunity for the public to speak on the City of Alpharetta's Fiscal Year 2024 Millage Rate Levy.

STAFF RECOMMENDATION:

The purpose of this hearing is to obtain public comment on the Recommended Fiscal Year 2024 Budget and Millage Levy. This is public hearing #1 of 3.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Fiscal Year 2024 Budget Adoption Recap

The Fiscal Year 2024 Budget was distributed electronically to the City Council on May 8, 2023, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2024 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2024 budget line-item detail).

City Council Budget Workshops were held on March 20th, May 1st, and May 15th.

Public Hearings on the budget were held on May 22nd and June 19th with final ordinance approval of the FY 2024 Budget occurring on June 19, 2023. The City's millage rate levy was set at the same as the prior year at 5.75 mills. The City's millage rate of 5.75 mills includes 4.87 mills for general government (i.e., operations and recurring capital investment) and 0.880 mills for debt service on voter approved bonds. The budget was adopted prior to the receipt of the digest from the County.

Fiscal Year 2024 Tax Digest Update

The Fiscal Year 2024 (Tax Year 2023) Preliminary Certified Tax Digest ("Digest") was provided to the City on June 28, 2023. The Net Taxable Digest grew by 10.4% compared to last year's growth of approximately 5.7%. This is primarily due to growth in the valuation of new construction of \$155 million compared to the prior year of \$113 million. New construction growth represents 2.5% of the 10.4% growth in the net taxable

digest with the remaining 7.9% attributable to the reassessment of existing residential and commercial properties (total increase of \$478 million). The prior year reassessment growth was approximately 3.7%. At this time, we are unable to determine the make-up of the reassessment and the new construction in terms of how much represents commercial vs residential. The budget adopted in May assumed similar growth as the prior year in terms of both reassessments and new construction.

Millage Adoption Process/Ads Per Georgia Statues and Impact of Digest

The City published the required ads and held the necessary public hearings as part of the adoption of the millage rates and budget. However, due to the unforeseen growth in the digest (along with projected revenues), the process for adoption of the millage rates, including public hearings and required ads, will need to be redone.

As noted above, the digest outpaced the forecasts included in the FY 2024 Budget and is estimated to result in additional revenues totaling \$1.8 million for the General Fund. Adjusting the required Debt Service millage rate to that amount which will sufficiently service the outstanding debt from 0.880 mills to 0.799 mills (a decrease of 0.081 mills) and adjusting the General Fund operating millage rate by a like amount from 4.870 mills to 4.951 mills accounts for approximately \$505 thousand of the total \$1.8 million of additional revenue.

Proposed Millage Rate – Public Hearings and Ordinance Adoption

Three public hearings will be held on the FY 2024 Millage Rate Levy with the schedule as follows:

- August 21, 2023 (6:30 pm)
- August 28, 2023 (11:30 am)
- August 28, 2023 (6:30 pm)

Adoption of the FY 2024 Millage Rate is done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

Budget Amendment – Ordinance Adoption

Adoption of budget amendments will be done through ordinance with the schedule as follows:

- August 21, 2023 (6:30 pm) – 1st Reading
- August 28, 2023 (6:30 pm) – 2nd Reading

ALTERNATIVES:
ATTACHMENTS:



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 21, 2023

AGENDA ITEM:

Fiscal Year 2024 Millage Rate Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Millage Rate Ordinance.

STAFF RECOMMENDATION:

The purpose of this meeting is to obtain an update on the Tax Digest and Millage Levy and adopt the Fiscal Year 2024 Millage Rate Ordinance (1st Reading).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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prior year of \$113 million. New construction growth represents 2.5% of the 10.4% growth in the net taxable digest with the remaining 7.9% attributable to the reassessment of existing residential and commercial properties (total increase of \$478 million). The prior year reassessment growth was approximately 3.7%. At this time, we are unable to determine the make-up of the reassessment and the new construction in terms of how much represents commercial vs residential. The budget adopted in May assumed similar growth as the prior year in terms of both reassessments and new construction.

Millage Adoption Process/Ads Per Georgia Statues and Impact of Digest

The City published the required ads and held the necessary public hearings as part of the adoption of the millage rates and budget. However, due to the unforeseen growth in the digest (along with projected revenues), the process for adoption of the millage rates, including public hearings and required ads, will need to be redone.

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- August 28, 2023 (6:30 pm) – 2nd Reading

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- August 28, 2023 (6:30 pm) – 2nd Reading

ALTERNATIVES:

ATTACHMENTS:

1. Millage Rate Ordinance UPDATED (FY 2024)



AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, TO FIX THE AD VALOREM TAX RATE OF THE CITY OF ALPHARETTA, GEORGIA FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and City Council of the City of Alpharetta, Georgia as follows:

SECTION I: The ad valorem tax rate for the City of Alpharetta, Georgia for the 2023 calendar year, on property subject to ad valorem taxation by the City is hereby fixed at \$5.750 on forty percent (40%) of each \$1,000.00 of property subject to ad valorem tax by the City.

SECTION II: Said rate of \$5.750 on forty percent (40%) of each \$1,000.00 of taxable property is hereby levied as follows:

(a) For General Government purposes \$4.951 on forty percent (40%) of each \$1,000.00 of taxable property.

(b) For the purpose of retiring outstanding General Obligation bonds, \$0.799 on forty percent (40%) of each \$1,000.00 of taxable property.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

ADOPTED AND APPROVED this ____ day of _____, 2023.

CITY OF ALPHARETTA, GEORGIA

By: _____
Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

(SEAL)

Attest:

City Clerk



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: August 21, 2023

AGENDA ITEM:

Fiscal Year 2024 Budget Amendment Ordinance

FIRST READING

Consideration of adoption of the City of Alpharetta's Fiscal Year 2024 Budget Amendment Ordinance.

STAFF RECOMMENDATION:

Adopt an Ordinance (First Reading) of the Mayor and Council of the City of Alpharetta, Georgia to adopt a Fiscal Year 2024 Budget Amendment (attached as Exhibit A).

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: SEE ATTACHED FISCAL YEAR 2024 BUDGET AMENDMENT (EXHIBIT A) FOR ACCOUNT DETAIL.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
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ITEM DESCRIPTION:

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ALTERNATIVES:

ATTACHMENTS:

1. 2024 Budget Amendment Ordinance

2. Exhibit A (2024 Budget Amendment Ordinance)
3. Unfunded Operating Initiatives (FY 2024 Budget)
4. Unfunded Capital Initiatives (FY 2024 Budget)

ORDINANCE NUMBER:



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2024 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2024 budget amendment to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2024 budget; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2024 budget amendment for these certain funds for the fiscal year 2024; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this _____ day of August 2023.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Brian Will

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Jason Binder

(SEAL)

Attest:
sufficiency:

Approved as to form and legal

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2024
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2024 Budget Amendment is to amend the base budget as adopted by City Council to reflect the impact of the Preliminary Certified Tax Digest for fiscal year 2024 and associated adjustments to the millage rate.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2024 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

Fiscal Year 2024 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
Fiscal Year 2024			
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 28,850,000	\$ 1,795,000	\$ 30,645,000
Motor Vehicle Title Fees, Delinquent Taxes, etc.	3,757,000	-	3,757,000
Local Option Sales Taxes	22,100,000	-	22,100,000
Other Taxes	17,850,150	-	17,850,150
Licenses and Permits	3,394,500	-	3,394,500
Intergovernmental Revenue	165,548	-	165,548
Charges for Services	4,690,100	-	4,690,100
Fines and Forfeitures	3,143,250	-	3,143,250
Investment Earnings	650,000	-	650,000
Other/Miscellaneous	301,061	-	301,061
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,581,250	-	3,581,250
Budgeted Fund Balance	10,547,818	-	10,547,818
Total Revenues	\$ 99,030,677	\$ 1,795,000	\$ 100,825,677
Expenditures by Department:			
Mayor and City Council	\$ 399,354	\$ -	\$ 399,354
City Administration	2,569,366	-	2,569,366
Finance	3,970,688	-	3,970,688
City Attorney	1,200,000	-	1,200,000
Information Technology	2,766,496	-	2,766,496
Human Resources	929,316	-	929,316
Municipal Court	1,222,688	-	1,222,688
Public Safety	40,195,439	-	40,195,439
Public Works	10,690,132	-	10,690,132
Recreation, Parks and Cultural Services	13,563,734	-	13,563,734
Community and Economic Development	5,010,278	-	5,010,278
subtotal	\$ 82,517,491	\$ -	\$ 82,517,491
General Government:			
Insurance Premiums	\$ 928,885	\$ -	\$ 928,885
Gwinnett Tech Bond (P&I)	287,490	-	287,490
Transfer to Capital Project Fund	10,597,818	1,795,000	12,392,818
Transfer to Stormwater Capital Fund	3,950,000	-	3,950,000
Contingency	748,993	-	748,993
subtotal	\$ 16,513,186	\$ 1,795,000	\$ 18,308,186
Total Expenditures	\$ 99,030,677	\$ 1,795,000	\$ 100,825,677

Fiscal Year 2024 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2024 Budget Amendment.

General Government

Initiative: Additional Capital Investment

Funding Source: \$1,795,000 (Property Taxes)

Funding Request: \$1,795,000 (Transfer to the Capital Project Fund)

This request is to augment the City's Annual Capital Appropriation for FY 2024 from the current \$4 million funding level to \$5.8 million. This increased funding level, coupled with the existing fund balance appropriated for capital investment results in total capital funding of \$16.3 million in FY 2024 (\$12.4 million for the Capital Project Fund and \$4 million for the Stormwater Capital Fund).

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2024		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer-in from General Fund	\$ 10,597,818	\$ 1,795,000	\$ 12,392,818
Net Budget Adjustments	\$ 10,597,818	\$ 1,795,000	\$ 12,392,818
Expenditures by Project:			
Non-Allocated	\$ 1,183,918	\$ 1,795,000	\$ 2,978,918
Net Budget Adjustments	\$ 1,183,918	\$ 1,795,000	\$ 2,978,918

General Government

Initiative: Additional Capital Investment

Funding Source: \$1,795,000 (Property Taxes; Transfer from the General Fund)

Funding Request: \$1,795,000 (Non-Allocated)

This request is to augment the City's Non-Allocated account within the Capital Project Fund to allocate additional funding for future capital investment by the City Council.

OPERATING INITIATIVE REQUESTS

Detail (Unfunded Operating Initiatives)

Citywide

401A Retirement Plan Enhancements

\$80,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: With the closing of traditional defined benefit (DB) plans, employers, like the city, have removed a model that provided a longevity component that assisted in retention. Additionally, from an internal comparison, argumentatively, the closed DB plan provided a slightly higher actuarial value of benefit to the employee (assuming a full 30-year career) than the 10% 401A contribution the city provides new hires since 2009. One consideration is to add a longevity component to the City's contribution based on years of service. Example: At each 5-year anniversary of employee (new hires and those in the 401(a) currently), increase the 10% contribution by 1%. The projected annual cost would be approximately \$80,000 in year one with a gradual increase over the next 10 to 15 years to ultimately 2% of payroll.

Defined Benefit DROP Plan

\$TBD

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: Based on the current design of the DB plan, employees who are over 55 and are eligible to retire from the city and receive an unreduced retirement benefit are financially motivated to formally retire from the city and seek a very similar position with another municipal entity. With no option to retire but remain with the city, the city has and will continue to risk losing experienced employees to other municipalities. By offering a Deferred Retirement Option Plan to the plan documents, employees can effectively retire but remain working usually for a window of time permitted in the plan document (3-5 years). We are currently reviewing the cost of this proposal with our plan actuary.

OPERATING INITIATIVE REQUESTS

General Fund

City Administration

Project Management Services (professional firm)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Communications that Connect
- Recreation, Parks and Culture
- Infrastructure and Facilities Maintenance
- Transportation and Traffic
- Economic Development

Description: This initiative would provide for contracting with an outside entity to provide project management services to augment the ability of the City's professional staff to support and deliver special projects that cannot be completed by existing staff. Performance will be evaluated based upon the quality of work produced, cost, and timely delivery of assigned projects. Cost is estimated at \$50,000 annually for professional services.

Assistant City Clerk (new position; +1 FTE)

\$87,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: This initiative would add a second Assistant City Clerk to the City Clerk's Office. The new position is requested to improve management and archiving of records across the enterprise, to account for additional workload associated with the anticipated move to handle our own municipal elections, and to augment the current capabilities of the Clerk function.

Personnel costs are estimated at \$85,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, etc. totaling \$3,000.

Human Resources

Employee Engagement Survey

\$16,000

2023 City Council Priorities and Annual Action Plan:

- People Focused Workforce

Description: This initiative involves conducting a one-time employee engagement survey which will help discover our culture strengths and opportunities by obtaining data and insights to make strategic business decisions, improve employee experience, and elevate our employer-of-choice status by building a great-place-to-work brand.

Employee engagement has become extremely important in this new era of recruitment. Having effective strategies in-place helps create a better work culture, reduce staff

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

turnover, increase productivity, build better work and customer relationships, and impact service delivery. It also takes the guesswork away about what “we think” employees want/need and replaces it with actual data.

This survey is crafted to measure the level of employee experience and results will show us how our workforce responses compare to the best workplaces in the country and where to focus to raise our scores. Additionally, the selected firm will provide comprehensive explanations of data and the City’s workforce trends, gap analysis and recommendations. This project also includes employee and executive management presentations. This initiative is one-time and will not continue into FY 2025.

Information Technology

Geographic Information Services (GIS)

\$12,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- The Alpha Loop and Greenway
- Strategic Growth and Redevelopment
- Recreation, Parks and Culture
- Transportation and Traffic

Description: This initiative is designed to augment current GIS staffing with 3rd-party GIS professional(s) whom the GIS Manager will manage to expedite and complete GIS requests, tasks, and projects from other departments during a fiscal year. During the first six months of FY 2023, two unfunded projects occurred, and money was pulled from other areas to cover this work totaling \$6,000. We are seeking \$12,000 annually to cover work when requested.

Municipal Court

Administrative Assistant I (new position; +1 FTE)

\$73,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Adding this position will increase the court's efficiency when processing court cases and incoming phone calls. The volume of calls and emails has grown along with the total number of cases that have been filed with the court. When court is in session a clerk is pulled from their desk and placed at the counter to take payments. An additional employee will allow the Deputy Clerks to remain at their workstations and focus on their assigned duties. Personnel costs are estimated at \$73,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations. Staff is researching possible cost sharing opportunities with the City of Milton.

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Public Safety

Emergency Management Division Chief (new position; +1 FTE) \$160,500
(\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500. There is a companion one-time capital request for \$66,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Detective (new position; +1 FTE) \$109,800
(\$109,800 operations/\$70,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010,

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and fuel costs totaling \$6,800. There is a companion one-time capital request for \$70,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

Community Paramedic (new position; +1 FTE)
(\$90,500 operations/\$63,000 capital)

\$90,500

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs totaling \$6,500. There is a companion one-time capital request for \$63,000 that includes funding for a vehicle purchase (and upfitting) and technology equipment (e.g., laptop, iPad, cell phone, etc.).

OPERATING INITIATIVE REQUESTS

Firefighter (new position; +1 FTE)

\$100,700

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: In November of 2022 it was approved to reclassify one firefighter position to Administrative Fire Captain. This request is to replace the firefighter that was taken from suppression.

Personnel costs are estimated at \$93,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, and equipment \$7,700.

Public Safety IT Analyst (new position; +1 FTE)

\$122,800

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the addition of a civilian employee to Public Safety as a Public Safety IT Analyst (paygrade 307). This position would report to the Public Safety Technology Division to specifically support Public Safety users and operations.

Personnel costs are estimated at \$110,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$12,800. Starting in 2025, annual operational costs are estimated at \$7,800 and primarily consist of professional development and uniforms.

Administrative Assistant I position (from PT to FT; +0.5 FTE)

\$49,750 (net)

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: The current part-time Records Clerk is responsible for scheduling all training conducted at the Crabapple Training Center and acts as the Registrar, which entails scheduling classes, registering students, maintaining class rosters, coordinating with outside agencies for training scheduling purposes, all P.O.S.T entry, and record management. This position is responsible for tracking and submitting any work-order maintenance in the building, maintaining the Training Staff schedule for officers assigned to the Training Division, and tracking all the classes/training hours conducted at the Crabapple Training center. In 2023, in-service will increase to 40 hours per officer, and career advancement classes will be taught monthly.

This will cause the part-time Records Clerk's data entry to increase due to officers being assigned to different units because outside training has increased, which then causes an influx of travel requests and travel settlements to be processed. This position tracks all day-to-day budget expenditures for the fiscal year, corresponds with the department's Finance & Budget Coordinator for any account inquiries, and meets with the Training Division Coordinator to balance/review the budget quarterly.

OPERATING INITIATIVE REQUESTS

OPERATING INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

We request that the PT Records Clerk be upgraded to a full-time position. A full-time Administrative Assistant will further improve the overall functioning of the Training Division by significantly reducing the time sworn training officers spend on administrative functions. This allows sworn training officers to develop and administer the highest quality training.

Personnel costs for the full-time position are estimated at \$73,000 annually and reflect salary and benefit costs. Personnel costs for the existing part-time position total \$23,250 annually leaving a net operational impact of \$49,750 for personnel costs associated with the transition from part-time to full-time. Operational costs are minor as this position currently has city-assigned technology (e.g., computer) and professional development will be covered through existing travel/training budget allocations.

Part-Time Civilian Quartermaster (+0.5 FTE)

\$32,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: Currently, two officers, one training officer, and a UPD Sergeant are handling quartermaster duties for Police and the EMS/Fire Logistics officer is handling quartermaster for Fire. Thus, having 3 officers handling quartermaster causes a significant amount of their duty time spent not being able to focus on their primary duties, which then impacts other officers and their workload. It is estimated that the officers are spending an average of 20 - 30 hours per pay period on quartermaster duties, which incurs approximately \$2,370 of overtime per pay period. A part-time civilian employee would cost approximately \$1,180, an approximate savings of an additional \$1,190 per pay period. This will significantly reduce the time sworn officers spend on secondary duties.

Personnel costs are estimated at \$32,000 annually and reflect salary and benefit costs only. Operational costs are minor and will be covered through existing budget allocations.

Public Works

Assistant Construction Manager (new position +1 FTE) (\$103,500 operations/\$50,000 capital)

\$103,500

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations

OPERATING INITIATIVE REQUESTS

regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500. There is a companion one-time capital request for \$50,000 that includes funding for a vehicle purchase (and upfitting). Starting in 2025, annual operational costs are estimated at \$3,000 and primarily consist of professional development, uniforms, general supplies, and fuel.

Recreation, Parks & Cultural Services

Parks Services Supervisor – Southern District (new position; +1 FTE) \$99,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks and Culture

Description: To improve the efficiency of delivery existing services, the Recreation, Parks, and Cultural Services Department is requesting a Parks Services Supervisor to execute the development and execute the maintenance plan for the Southern District (Greenway). The Southern District has been operating without a team supervisor since 2019. In 2020, the city added an additional two (2) miles of trail extending to Union Hill Park. The additional demand on this division requires the addition of a supervisor to achieve the high service demands in this area. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, and technology equipment (e.g., laptop, iPad, cell phone, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,500 and primarily consist of professional development and uniforms.

Administrative Assistant II (new position; +1 FTE) \$81,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Operational Improvements

Description: Performs a full range of secretarial, advanced clerical, and routine administrative work of a general or specialized nature in support of assigned programs, division, or department; relieves assigned staff of clearly defined and delegated administrative or technical detail; and may act as office receptionist. Specific areas of support include, but are not limited to grant writing, RFP creation and management, contract management, GIS projects, marketing support, pay requests/billing, meeting agendas and minutes, Department award submissions. Personnel costs are estimated at \$78,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, general supplies, and technology equipment (e.g., computer, etc.) totaling \$3,000. Starting in 2025, annual operational costs are estimated at \$1,000 and primarily consist of professional development and general supplies.

CAPITAL INITIATIVE REQUESTS

Detail (Unfunded Capital Initiatives)

Community and Economic Development

Milton Avenue Quick Safety and Operational Improvements

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Downtown Alpharetta
- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Transportation and Traffic

Description: The Milton Avenue Quick Safety and Operational Improvements project identifies several improvements along the Downtown Milton Avenue Commercial District to better serve businesses and visitors. Improvements include rideshare drop zones, short term parking, handicap parking and signage. Identified projects could be implemented for \$350,000 or split into smaller projects over time. The largest of the sub projects is the general milling/resurfacing and pavement markings along the corridor for around \$220,000. Other sub projects could be: three (3) illuminated signs for \$30,000 and a drop zone for approximately \$100,000. Operating Budget Impact: Routine maintenance costs.

Human Resources

Human Resources Office Improvements

\$55,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: The new HR Specialist position funded in FY 2023 is responsible for recruitment and the administration of our human resources information systems (HRIS) current modules (applicant tracking system, onboarding, eforms, personnel records management system), and any future additions (i.e., performance evaluation).

The capital improvements requested herein are for the reorganization of the Human Resources office to better utilize current space for efficient workflow and to allow accommodations for future personnel growth. The objective is to have three offices (two currently) with doors to deal with confidential matters, one reception desk, one workspace (copy and other office machines) and space for an applicant computer kiosk. Operating Budget Impact: Additional facility maintenance funding including janitorial costs will be incurred.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Public Safety

Operating Initiative - Emergency Management Division Chief (+1 FTE) \$66,000 (\$160,500 operations/\$66,000 capital)

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Communications that Connect

Description: Historically, the Emergency Management Coordinator has always been an added responsibility to other positions, such as Fire Logistics and Police Accreditation. With the growth of the city and the fact that we are seeing more significant incidents, both natural and man-made, there is a need for this to be a full-time position to bring us in line with other local jurisdictions.

The benefits of having a position solely dedicated to Emergency Management are:

- one point of contact for all disaster situations.
- devote more time to hazard mitigation and response planning.
- assist businesses with their mitigation planning, including resilience & continuity guidance.
- help businesses in the aftermath of a disaster.
- improve our citizen's emergency awareness.
- host more Citizens Emergency Response Team classes (CERT).
- provide community education programs, including presentations to HOAs & local groups.
- liaison between city and government officials, emergency personnel, local business, charities, etc.
- lead tabletop exercise involving all city departments (building towards an entire city emergency drill).

The Emergency Management Division Chief would be housed within City Administration to be a dedicated city-wide emergency planning position. This would offer another layer of safety in line with our community's expectations.

Capital costs are estimated at \$66,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$150,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs totaling \$10,500.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Operating Initiative - Detective (+1 FTE) (\$109,800 operations/\$70,000 capital)

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: The Criminal Investigations Division (CID) is requesting an additional General Detective. The request is being made to respond to increasing population growth, incident reports, and cases assigned to the General Detective Unit. Since 2010, Alpharetta's population has increased from 57,694 to 66,127. Additionally, in 2010, CID had 8 General Detectives. CID currently has 9 General Detectives performing follow-up investigations. In 2010, CID reviewed 900 cases, while in 2022, CID reviewed 1,236. Current staffing levels combined with increased reports have led to a decrease in customer service from CID. In 2022, CID did not assign 386 cases which had adequate solvability factors for assignment. If CID had the staffing resources, all of these cases would have been assigned. One General Detective could expect to receive between 90 and 110 cases a year which only decreases this number by less than 1/3. Ideally, CID would have needed three additional General Detectives to assign and investigate the cases that met the burden of assignment based on solvability factors.

Capital costs are estimated at \$70,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$103,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, software licensing, and fuel costs, totaling \$6,800.

Operating Initiative - Community Paramedic (+1 FTE) (\$90,500 operations/\$63,000 capital)

\$63,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This proposal increases responsiveness to community needs by adding another full-time Community Paramedic position. Currently, we have one (1) Community Paramedic, however, the need for the program has grown to the point where we have a waiting list of citizens who require our services. Unfortunately, due to increased call volume and growing requests for our services, we are unable to keep up with this demand with just one person. The hope is that by adding an additional Community Paramedic we will be able to better attend to the many needs of our citizens while reducing the heavy caseload our only Community Paramedic is currently having to handle. Additionally, with only one current Community Paramedic, if they take PTO or have an illness, the entire program ceases to a halt and there is no one to handle any acute issues or follow-up on any new referrals that are received. By adding another Community Paramedic, we will be able to serve twice the number of clients we are currently able to handle, and the data would show an increase in the amount of time we will be able to use serving our citizens. The additional position would also allow the program to expand to post-discharge care and other areas of need identified in our community.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Capital costs are estimated at \$63,000 and include funding for vehicle purchases (and upfitting), and technology equipment (e.g., laptop, iPad, cell phone, etc.). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$84,000 annually and reflect salary and benefit costs only. Annual operational costs include professional development, uniforms, general supplies, small equipment, and fuel costs, totaling \$6,500.

Public Works

Sidewalk Maintenance and Repair

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for the continual maintenance and repair of the city's sidewalk inventory. Over the last 10 years, the city has expended in excess of \$5 million on sidewalk projects. During that same period, the city's sidewalk inventory has also been increased through larger roadway and streetscape projects, through private development, and through annexation. FY 2024 funding will go towards repairs of sections in Poor and Very Poor condition. The goal is to perform 7,000 linear feet of repairs per year.

In FY 2019 and FY 2022, the City contracted with Dynatest to complete a sidewalk inventory and evaluate sidewalk conditions. This list will standardize the evaluation process, provide a clear prioritized list of sidewalks needing repair, and tie sidewalk data into the city's GIS and asset management software. Types of repairs (cracking, trip hazard vertical displacements, and spalling) along with location (near schools and parks, along arterial roadways, in the downtown district, etc.) will help determine the repair priority. Dynatest's work was completed in spring of 2019. At this time, we are awaiting the latest inspection results.

In our current sidewalk database, there are 58,530 linear feet of repairs needed within the poor and very poor condition ratings. Public Works has repaired 22,247 linear feet of sidewalk since January 2019. This includes in-house and contractor repairs.

Due to the large number and complexity, the City contracts out some of these repairs. This budget item covers the cost of sidewalk repairs completed by outside contractors. Work will occur in various locations throughout the city pursuant to the Dynatest findings. Operating Budget Impact: This program decreases sidewalk maintenance costs as it is less susceptible to surface and structure deterioration.

Alpharetta Community Center Generator

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community

Description: This request is for the purchase and installation of a generator for the Alpharetta Community Center. The budget requested would be for a 400 kw Blue Star generator. A 400 kw was priced due to the unit being capable of powering the entire building in the event of a power outage. A smaller generator could be installed at a lower

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cost if it's determined there is no need to power the entire building during times of power outages. Beyond the cost of the generator, other costs include gas meter upgrades, gas line upgrade and installation of a regulator. The total requested amount is \$350,000.

Operating Budget Impact: Operational costs would be minimal. Gas usage would be based solely on when the generator is operating, and inspection/maintenance cost would be approximately \$3,000 a year.

City Facility Condition Assessment (not incl. Fire Stations)

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This funding request is for a facilities condition assessment to measure the condition and functionality of a building and its infrastructure as suitable and appropriate for intended functions. Specific objectives of the comprehensive assessment methodology include determining the needs for renewal or replacement of building and infrastructure systems (e.g., heating/cooling, electrical, exterior envelope, etc.) and system components (e.g., cooling tower, heat exchanger, chiller, pumps, etc.), and guiding the analysis of good decision capital project options, including renovation or modernization. This request does not include Fire Stations as that assessment is covered through a separate request.

Specific purposes of a well-designed assessment are as follows:

- Verify accuracy and reliability of a space inventory.
- Provide an inspection of all facilities identifying physical and functional deficiencies.
- Assist in defining regular and preventive maintenance requirements.
- Develop metrics for performance measures, e.g., Facilities Condition Index (FCI) and Facilities Quality Index (FQI).
- Define capital renewal and replacement projects to reduce deferred maintenance backlog.
- Eliminate conditions that are either potentially damaging to property or present safety hazards.
- Identify energy conservation and sustainability measures.
- Inventory accessibility and disabled persons requirement.
- Develop cost estimates and schedules to correct deficiencies and for capital renewal or replacement, and renovation or modernization projects.

Tentative scope includes:

- Physical Condition Assessment (or Life-Cycle Modeling, or both): Physical condition of the building and infrastructure system.
- Functionality Assessment: Functionality of the space for its intended programmatic purpose.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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The integration of these elements provides for a comprehensive evaluation of existing facilities. As inputs to a Capital Facilities Project Plan, these elements provide a broader set of decision options, including the following:

- Facilities renewal for individual condition deficiency remedial projects.
- More comprehensive renovation projects, including work to correct subsystem condition deficiencies combined with improving functionality.
- A replacement project and downgrade of an existing building to a less demanding use.
- Demolition or disposal.

Operating Budget Impact: The project would decrease future operating cost by identifying deficient equipment and identifying needs for energy-saving practices related to facilities.

Fleet Replacement (F-250 Crew Cab Service Truck; Qty: 1) \$75,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the replacement of F-250 trucks within the Public Works fleet. The F-250 replacements are based on age and/or maintenance/repair costs. These vehicles are expected to last in excess of 10 years or 130,000 miles.

FY 2024 replacements include Unit #689 (2011 F-250 4x2 Crew Cab) with roughly 115,000 miles. This vehicle has a lot of idle time and is regularly utilized by our traffic crews. Due to the age and wear and tear on the vehicle, this vehicle is scheduled for replacement.

Operating Budget Impact: This program reduces fleet maintenance costs and increases utilization rates as the equipment is less susceptible to breaking down and/or requiring service. Operational costs consist of maintenance, fuel, insurance, etc. and are currently budgeted.

Traffic Calming Improvements \$80,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for the identification, design, and implementation of safety improvements primarily in neighborhoods and at high crash-rate intersections. Additionally, funds will enable staff to implement necessary traffic calming measures within the City. Projects may consist of roadway striping, signage such as radar signs, speed cushions, and channelization to mitigate existing safety deficiencies. The program will enhance public health and safety for users of the city's transportation system.

Operating Budget Impact: Maintenance costs will be dependent upon the improvements implemented.

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City Hall Maintenance

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request is for on-going interior maintenance, including but not limited to replacing cabinetry in multiple breakroom floors, pressure washing and sealing brick sidewalks, painting walls and trim, etc. In addition, repairs to the custom stained moldings throughout the main floor which will require procurement of a third-party vendor to perform the work.

The FY2024 funding will go towards pressure washing the exterior, door and trim painting/staining, lighting upgrades and cabinetry repairs/replacements. Operating Budget Impact: This program decreases facility maintenance costs.

Recreation Facility Renovations

\$30,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the renovation and maintenance of recreation facilities. For FY 2024, the priorities are: North Point Greenway Restroom interior painting and updating of fixtures, partitions, toilets, and countertops; exterior door replacements at Union Hill Park and North Point Greenway Restrooms; interior painting at Crabapple; replacement of partitions, fixtures, toilets, and countertops at Union Hill Park restrooms; exterior painting of Recreation Center; upgrades to the handicap ramp and front entrance to the Crabapple gym; and interior painting of the Crabapple gym. These maintenance initiatives are aimed at improving the functionality and aesthetics of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Public Works Headquarters Renovations

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This Request is for the renovation and maintenance of the Public Works Headquarters.

FY 2024 funding will be used to remodel men's and women's bathrooms in the front of the building, flooring for offices and upstairs, and cove base for associated flooring replacement. Previous funding has been utilized to replace flooring in the break area and hallways, training room and east wing. Both breakroom bathrooms and the east wing have been remodeled with previous funding. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Guardrail Maintenance

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for maintenance, such as painting, replacement, and upgrade, of existing guardrails throughout the City. Guardrails are crucial to keeping roadways safe by helping to prevent minor accidents from escalating to major accidents. One example of necessary guardrail maintenance is cleaning and repainting of multiple guardrail segments along Mansell Road between Haynes Bridge Road and Old Alabama Road Connector. Operating Budget Impact: Maintenance funding is included within this initiative.

Streetlight Expansion

\$70,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: This request is for installation of new street/pedestrian lighting in neighborhoods and areas of the City where currently limited illumination is evident.

Older neighborhoods in the City do not meet today's illumination standards and require extra lighting for safety. Neighborhoods identified as needing more lighting are primarily located on the west side of town. Subdivisions such as North Farm, North Towne at Andover, Burnett Way, Northfield, Spence's, Foxhaven, etc. have all inquired about adding more streetlighting in their neighborhoods for safety. This capital item would start addressing these areas on an as needed/requested basis. Funding would also allow phasing-in of lighting along Haynes Bridge Road from Academy Street to Old Milton Parkway. Operating Budget Impact: Will result in additional maintenance (light replacement, etc.) and utility costs and are estimated at \$3,000 annually.

Pavement Resurfacing/Preservation for Parks

\$575,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the on-going maintenance of pavement within the city's park facilities. Preservation of the roads, driveways, and parking lots increases their life expectancy. Without preservation, these pavements will deteriorate and be more costly to repair. FY 2024: Re-paving of Webb Bridge Park parking lots 1, 3, and 4. These parking lots will require major repairs with possibly full rebuild of parking lots or soil cement. The price requested reflects the worst-case scenario. Further geotechnical exploration will be performed to determine the appropriate scope of work. All pricing for parks includes removal and installation of all existing wheel stops and re-striping of parking spaces, etc. Operating Budget Impact: This program decreases asphalt maintenance costs as the surface is less susceptible to potholes and road surface deterioration.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Parking Expansion: Public Safety Headquarters

\$280,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Infrastructure and Facilities Maintenance

Description: Due to the increased number of individuals accessing the Public Safety Headquarters, additional parking needs are desired. This request is for funding to construct an additional 22 parking spaces along the main entrance off Westside Parkway to the Public Safety Headquarters complex. Design was funded in FY 2019 and completed by staff. Potential funding offsets through impact fee funds.

Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$500 annually. Resurfacing and striping costs will not be incurred during this CIP period.

Mid-Broadwell Crosswalk at Fire Station Light

\$180,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Transportation and Traffic

Description: This funding request is to convert the existing emergency traffic signal to a hybrid emergency-pedestrian crossing light. This will provide a crosswalk for pedestrians in the proximity of Mid-Broadwell Park to cross Mid-Broadwell Road. Design work will be done by in-house staff. This work is dependent on the completion of the Mid-Broadwell Road Park Project.

Operating Budget Impact: Increase in utility costs for the additional electricity and minor maintenance costs.

Kimball Bridge Rd Improvements (Waters Rd to Ocee Elem.; design) \$250,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: This request is for design funding for roadway improvements along Kimball Bridge Road between Waters Road and Buice Road. Improvements will include the addition of left-turn lanes along Kimball Bridge Road to serve all intersections with South Kimball Bridge Crossing and Bracebridge Road. The project will also investigate adding improvements like replacing the signal at the intersection with Glen Abbey Drive/Tuxford Drive with a roundabout.

The project's goal is to provide these improvements along the corridor to slow vehicles and improve pedestrian safety. Cost savings can be accomplished in construction by pairing the project up with the 60" water transmission line work by the County along Kimball Bridge Road from the cemetery to Buice Road.

Fulton County Water was a distribution pipe (50+ inches in diameter) to be installed along Kimball Bridge Road from Waters Road to Buice Road. A continuation of the pipe will

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

traverse along Buice Road to Old Alabama. The planning of the improvements along Kimball will be coordinated with the County's water line project.

Funding for remaining design, right-of-way, and construction of the improvements would be requested in future year capital plans and is currently estimated at \$5.6 million.

Operating Budget Impact: N/A for the design phase. Operational costs for future buildout are heavily dependent upon the design and undeterminable at this time.

Haynes Bridge Road Lane Diet and Linear Park (design) \$250,000

2023 City Council Priorities and Annual Action Plan:

- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Economic Development

Description: This project intends to provide a wider sidewalk (approximately 12') on both sides of Haynes Bridge Road from Old Milton Parkway to Rainwater Boulevard and a linear park along the southern side of the road. The Linear Park would create a new kind of playground for children of all ages. The park consists of 6 different play areas and approximately 1.9 acres of the landscape area.

The FY 2024 funding request is to prepare multiple concept designs and construction cost estimates.

Operating Budget Impact: N/A for the design phase.

Waters Road Sidewalk Improvements (right-of-way) \$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for the purchase of right-of-way for the eventual installation of 1,340 linear feet of sidewalk to fill in two gaps along the east side of Waters Road. Citizens of Waters Road have expressed concerns about individuals driving at excessive speeds. Installation of these sidewalks would provide a continuous sidewalk along both sides of Waters Road. Pedestrians would only need to cross Waters Road at signalized intersections: Kimball Bridge Road and Jones Bridge Road.

Design of these sidewalk segments has been completed by in-house staff.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

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CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

Providence Road Sidewalk Improvements (right-of-way)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: Citizens living along the east side of Providence Road have requested the installation of sidewalks to provide connectivity to both Downtown Alpharetta and Providence Park. This request is for the purchase of right-of-way for the eventual installation of approximately 3,900 linear feet of sidewalk along the east side of Providence Road from the existing sidewalk at Weatherstone Way north to the City Limits.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.1 million. Operating Budget Impact: N/A for the right-of-way acquisition phase.

Henderson Parkway Traffic Calming (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Transportation and Traffic

Description: Traffic speeding is still a safety concern on Henderson Parkway, although the following three intersections have already been equipped with all-way stop signs and speed bumps: 1) Henderson Parkway at Henderson Place; 2) Henderson Parkway at Brookridge Terrance/Millstone Court; and 3) Henderson Parkway at Somerset Lane. Approximately 85% of the vehicles are traveling in excess of 10 mph over the posted speed limit of 25 mph.

To encourage lower driving speeds on Henderson Parkway and improve the roadway safety for pedestrians, bicyclists, and motorists, multiple scenarios could be studied, such as: 1) wider sidewalk and landscaped area along with narrower travel lane width; 2) mini roundabouts; 3) chicanes - curve in a road, added by design rather than dictated by geography. This request is to fund a comprehensive study and develop concepts for improvements along Henderson Parkway to reduce vehicular speeds and improve pedestrian safety. Operating Budget Impact: N/A for study phase.

Wills Drive Sidewalk Improvements (design/right-of-way)

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Strategic Growth and Redevelopment
- Recreation, Parks, and Culture
- Transportation and Traffic

Description: This funding request is for design and the purchase of right-of-way for the eventual installation of 475 linear feet of sidewalk to fill in a gap along the east side of Wills Drive between Trammell Drive and Milton Avenue. Installation of this sidewalk would

CAPITAL INITIATIVE REQUESTS

provide a continuous sidewalk along the east side of Wills Drive from Old Milton Parkway to Milton Avenue.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$130,000. Operating Budget Impact: N/A for the design and right-of-way acquisition phase.

Traffic Signal Pole Painting and Maintenance

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance

Description: This request funds the continued paint maintenance of the city's traffic signal mast arms and pedestrian signals. Painting will coincide with the expected 7-10 year lifespan of the current signal pole painting plus miscellaneous general maintenance and touchups. The average total cost per intersection is approximately \$20,000. FY 2024 includes funding for two intersections. Operating Budget Impact: Maintenance funding is included within this initiative.

Alpharetta Technology Center Upgrades

\$40,000

2023 City Council Priorities and Annual Action Plan:

- Economic Development

Description: This request is for upgrades to the Alpharetta Technology Center. The proposed upgrades requested for FY 2024 include the following:

- New partitions, fixtures and toilets/urinals in all bathrooms.
- New flooring in small bathroom closet next to large meeting space.
- Installation of new electrical receptacles in the startup lounge.
- Replacement of carpet throughout the entire building.

These upgrades will improve the functionality and aesthetics of the facility. Operating Budget Impact: Maintenance costs would decrease due to upgrades to existing facilities.

Parking Expansion: Alpharetta Arts Center (design)

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding request is for the design of the parking lot expansion at the Arts Center. The existing parking lot provides 39 parking spaces. The proposed expansion would increase this number by 36 spaces to 75 (total). The parking lot expansion would be constructed atop the current detention pond. This will necessitate the creation of an underground detention system beneath the parking expansion. The use of permeable pavers in lieu of asphalt is proposed for the parking expansion. Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$900,000. Operating Budget Impact: Incremental maintenance costs, including landscaping and litter control, are currently estimated at \$1,000 annually. Resurfacing and striping costs will not be incurred during this CIP period.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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Encore Parkway 2-Way Bike Lane (design)

\$250,000

2023 City Council Priorities and Annual Action Plan:

- The Alpha Loop and Greenway
- Recreation, Parks, and Culture
- Economic Development

Description: The project consists of repurposing the 20+ feet of asphalt on the northern side of the bridge to accommodate 1 vehicular lane and a barrier separating a 2-way bike lane between the vehicular lane and the existing landscaped area. The existing 8' wide sidewalk will be devoted to walkers and runners. The project limits are from Northpoint Parkway to Westside Parkway. This project, along with the future Encore Greenway and Alpha Link Projects, will provide a safe travel way for cyclists to and from the Greenway.

Funding for construction of the improvements would be requested in a future year capital plan and is currently estimated at \$1.3 million. Operating Budget Impact: improvements will impact operational maintenance costs (landscaping, trail maintenance, etc.) but are undeterminable until design progresses.

Operating Initiative – Assistant Construction Manager (+1 FTE) **(\$103,500 operations/\$50,000 capital)**

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Infrastructure and Facilities Maintenance
- Transportation and Traffic

Description: The City allocated over \$4 million last year and is planning to do such over the next 10 years towards stormwater work throughout the City. Much of the construction work is contracted out to contractors to resolve various stormwater issues. Work varies from replacing a structure, lining or replacing a pipe, or a large-scale construction project. The challenge the department is facing is adequate construction oversight of the contractors in the field. Public Works is requesting an Assistant Construction Manager Position (pay grade 307) to oversee various field operations regarding stormwater improvements. The position not only requires knowledge of reading construction plans, but problem-solving skills when unknown issues arise in the field.

Capital costs are estimated at \$50,000 and include funding for a vehicle purchase (and upfitting). There is a companion operating initiative request to fund the personnel/operational costs. Personnel costs are estimated at \$96,000 annually and reflect salary and benefit costs only. Operational costs in year one includes technology equipment (computer, phone, iPad, etc.), professional development, uniforms, general supplies, and fuel costs totaling \$7,500.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

CAPITAL INITIATIVE REQUESTS

Recreation, Parks & Cultural Services

Playground Equipment Replacement (Miracle League)

\$350,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: One of our park systems favorite amenities is our playgrounds. This program will allow for the replacement of all our playgrounds in a timely manner. FY 2024 funding will be used for replacement of the Miracle League Playground (behind Miracle Field) which was built in 2004. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Innovation Academy Soccer Field Fencing Enhancements

\$35,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This funding is for the replacement of the soccer field fencing at Innovation Academy for Field 2. There is 450 linear feet of 10' high fence and then along the homeowner's side of the field install a 20' high net approximately 100' in length. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Wood Lightpole/LED Replacement Initiative (3 fields)

\$800,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: Currently all athletic lights are a form of metal halide lights. These lights are expensive to operate, expensive to maintain and create a lot of light pollution. New LED lights would improve the playability of the fields and cost much less to operate and maintain. Currently the City has wooden light poles on (29) athletic fields and (15) tennis/pickleball courts. These wooden poles should be replaced with concrete poles and the fixtures replaced with LEDs.

FY 2024 includes funds for replacing the poles/fixtures with concrete poles/LED fixtures for 3 fields (approximately 13 wooden poles). The pole replacement improves safety, and the LED fixtures provide a much lower operational cost (energy and maintenance) and more optimal lighting for our park patrons. The FY 2025-2030 budget will execute phase 2 of the athletic pole and lighting initiative, where the remaining wooden poles (47) will be replaced with concrete poles and switched to more efficient LED lighting.

Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs coupled with energy savings through the conversion to LEDs.

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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Fleet Replacement (Qty: 3)

\$188,000

2023 City Council Priorities and Annual Action Plan:

- N/A – General Capital Maintenance/Investment

Description: This request is for the forecasted annual replacement of Recreation, Parks & Cultural Services vehicles. The replacement criteria are as follows: 1) when the department director determines it is no longer cost effective to retain the vehicle; 2) when either mileage or age reaches or exceeds 10-years of service or 125,000 miles; and 3) motorized equipment damaged in accidents shall be inspected by the Safety/Risk Administrator to determine feasibility of repairs as compared to replacement cost. FY 2024 includes replacement of (1) 2014 Ford F150 Truck (Unit RP1005 with 61,371 miles) to be replaced with a Ford Explorer, (1) 2014 F250 Truck (Unit RP7702 with 53,261 miles) and (1) 2011 Goshen Bus (Unit RP6948 with 20,466 miles). Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Park Security Repairs/Improvements

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Safe and Welcoming Community
- Recreation, Parks, and Culture

Description: This project is for the installation, repair, and replacement of automatic locks on restroom doors throughout the park system; adding security cameras in strategic locations; call box repairs and/or installation of new boxes.

Automatic locks have been installed on restrooms at Windward Community Park, Union Hill Park, North Park (5 buildings), Cogburn Road Park, Innovation Academy (2) buildings, and the City Center Parking Deck. In addition, the vendor is waiting on parts before he can complete the Greenway North Point Restrooms. For FY 2024, automatic locks will be installed at Webb Bridge Park (4 buildings), Rock Mill Park (1 building), Wills Park (3 buildings), Equestrian Center (2 buildings), Mid Broadwell (1 restroom) and Waters Road Park if completed. Call boxes need battery replacement annually. Currently we have (23) call boxes. The batteries are \$104 each plus labor at approximately \$120/hour. They cost between \$5,000 - \$10,000 annually. Complete new boxes are approximately \$10,000 each. Operating Budget Impact: Routine replacement capital - operating costs to decrease due to decline in repairs.

Recreation Activity Centers - Interior Renovations

\$450,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for design of an interior makeover of the Wills Park Recreation Center, Alpharetta Community Center, Adult Activity Center, the Arts Center lobby, hallways, restrooms, and common office space and the Preston Ridge Community Center. This project will be completed in multiple phases beginning in FY 2024 and ending in FY

CAPITAL INITIATIVES NOT RECOMMENDED FOR FUNDING AT THIS TIME

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2028. The approximate size of the affected area is 5,800 square feet (lobby, hallways, restrooms, etc.).

FY 2024 request is for design and construction funds for the interior makeover of the Wills Park Recreation Center (lobby, hallways, restrooms, and common office space). These improvements will maintain the aesthetics and functionality of the facilities. Operating Budget Impact: Facility maintenance costs to decrease due to decline in repairs.

Design Services

\$20,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is to provide funding for various studies and professional services that arise each year from Council and/or Department initiatives. Such services may include revisions to Recreation Master Plans, construction plans for recreation amenities including pavilions, gazebos, etc. These types of studies and professional services are essential and will assist in forecasting the current market environment, recommend standards that will assist in policy decisions, and improve project completion timelines and functionality to maintain the high level of services our customers are accustomed to. Operating Budget Impact: N/A.

Park Shade Structures Replacement

\$50,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture
- Infrastructure and Facilities Maintenance

Description: This request is for the replacement of shade structures and dugout covers throughout the park system. Shade structures/dugout covers reduce exposure to harmful ultraviolet rays, provide protection from the elements, keep the area cooler, protect the equipment, and increase the comfort level for participants and visitors. The shades will be replaced as they begin to fade or tear, improving the functionality and aesthetics. The FY 2024 funding will replace the existing shade fabric and paint the support post for 11 structures at Webb Bridge Park. Operating Budget Impact: Maintenance costs to decrease due to decline in repairs.

Park System Wayfinding Signage

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Communications that Connect
- Recreation, Parks, and Culture

Description: This project is the implementation of the park system wayfinding and signage plan developed in FY 2017. The purpose of the signage plan is to bring uniformity to the numerous signs in our entire park system. The plan defines a specific sign style that will become our “brand” and help park patrons easily identify Alpharetta parks. The plan recommends locations for signs to help visitors locate various amenities in the parks, such as fields, playgrounds, tennis courts, restrooms, etc. Signs within parks will be evaluated and prioritized for replacement. Staff will systematically replace signs using the new

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guidelines outlined in the plan. Entrance upgrades were listed for all parks in the Master Plan and part of the upgrade includes signage. This is a multi-year initiative. The sign and wayfinding program is 60% complete. Park entrance signs, trail wayfinding in Wills Park, and Vehicular wayfinding in Webb Bridge Park have been completed. The focus for FY 2024 will be to complete the Greenway wayfinding program to include directional signage, the addition of 3 kiosks, and regularity signs. Operating Budget Impact: Maintenance/replacement costs to decrease due to decline in repairs as signage is newer.

Restroom Replacement (North Park: Fields 1-4)

\$700,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: The existing restroom/concession stand at North Park (fields 1-4) serves four softball fields, batting cages, and a playground. The facility is old and much too small for the number of users. The concept for the new restroom/concession building calls for 3100 square foot one-story facility to replace the existing structure. The restroom will double the number of stalls. In addition, the concession area will include a covered seating area to accommodate park patrons. Operating Budget Impact: Maintenance (including janitorial) and utility costs will increase along with the physical size of the restroom and is estimated at a minimum of \$1,250 annually and will be reflected in a future operating budget (once construction nears completion).

Webb Bridge Park Master Plan/Development (design)

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for funds to develop a comprehensive Master Plan for Webb Bridge Park. Currently, there is significant property that is unused. This plan will provide the City with a clear vision for this park. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

North Park Master Plan/Development

\$100,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: This request is for the development of a comprehensive master plan for North Park. The master plan will create a long-range vision for the park, prioritize park improvements, fill in service gaps and reduce redundancy, etc. Design funds are requested in FY 2024. Operating Budget Impact: N/A for the design phase.

Haynes Bridge Road Park Restroom

\$300,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at the Haynes Bridge Road Park, visitors only have access to a Porta-John. This access park was opened in 1997. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this

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facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom (like the one at Windward Community Park) is preferred. Due to current flood plain constraints, the project will entail more site work prep, design, and surveying than routine pre-cast restroom installations. Approximately 100' of sewer line will need to be installed. A waterline will have to be bored under Haynes Bridge Road and a new meter installed for connection to existing waterlines. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Marconi Drive Park Restroom

\$150,000

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, at Marconi Drive Park, visitors only have access to a Port-a-John. This access park was opened in 2011. Funds were limited and plans were to construct a restroom at a later date. Although the need for a permanent restroom at this facility is not specifically noted in the 2018 Alpharetta Recreation and Parks Master Plan, additional restrooms at the access points are the most requested improvement made by greenway users.

A pre-cast type restroom is preferred, like the one at Windward Community Park. Based on the cost of the Windward Community Park restroom, the estimated cost is \$100,000, including sewer and water connections. Operating Budget Impact: Maintenance (including janitorial) and utility costs are estimated at a minimum of \$1,000 annually.

Wills Park Pool Heater

\$100,800

2023 City Council Priorities and Annual Action Plan:

- Recreation, Parks, and Culture

Description: Currently, the Wills Park Pool is open from Memorial Day to Labor Day for public usage. We are recommending adding a heater to the competition pool. This would allow for usage of the competition pool for approximately 10-months out of the year for such programs as year-round swim teams, additional classes (such as scuba, kayaking, standing paddle boards), water aerobics, master swim training, senior and adaptive swim, and increased rentals. The cost for the heater purchase, cover, and installation (including gas lines) scope is \$100,800. Operating Budget Impact: Maintenance and energy costs are estimated at \$6,000 annually.



STAFF REPORT

Department: Public Works
Submitted By: Dennis Roland
Meeting Date: August 21, 2023

AGENDA ITEM:

Invitation to Bid 23-011: Sidewalk Repair and Replacement

Consideration of approval of the award of ITB 23-011 to Sol Construction LLC for Sidewalk Repair and Replacement in an amount not to exceed \$496,770.00 and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of ITB 23-011 to Sol Construction LLC for Sidewalk Repair and Replacement in an amount not to exceed \$496,770.00 and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$496,770.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Sidewalk Maintenance and Repair / 30341100 541420 C1801	

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
American Rescue Funds / 30341100 541420 C1801	\$496,770.00

ITEM DESCRIPTION:

The City maintains over 228 miles of concrete sidewalk. Concrete sidewalks are vulnerable to cracking, lifting, and crumbling due to weather changes, tree roots, vehicular traffic, and general wear and tear. These failures can result in trip hazards and unsightly conditions for pedestrians.

Prior to inspections occurring throughout the City, Public Works broke the locations of sidewalks into 4 tiers:

- Tier I: Downtown Overlay District (per zoning map) and all roads classified as arterials.
- Tier II: Non-subdivision roads 1/4 mile from a school, park, government building (not included in Tier 1)
- Tier III: Subdivision Roads
- Tier IV: All other roads.

Within each tier, the condition of the sidewalk was rated on the following scale:

- Good: No vertical displacement and cracking less than 25% of the segment
- Fair: Vertical displacement no greater than 1" and cracking 26%-50% of the segment
- Poor: Vertical displacement of 1-2" and cracking 51%-75% of the segment
- Very Poor: Vertical displacement greater than 2" and cracking greater than 76% of the segment

Over 228 miles of sidewalk were evaluated, and over 90% of our sidewalk is in fair or good condition. The breakdown is below:

- Good: 502,402 linear feet (lf)
- Fair: 627,434 lf

- Poor: 68,698 lf
- Very Poor: 13,479 lf

The City has focused on providing safe access and ADA-compliant handicap accessibility for pedestrians to access parks, schools, businesses, etc. To ensure the safety of our patrons utilizing the 200+ miles of publicly maintained sidewalk, proper and proactive maintenance is essential. This project will focus on sidewalks and ADA ramps along Windward Parkway. The project will include demolition, haul off, disposal of debris, sodding, grassing, traffic loop detection replacement, new sidewalk panels and re-construction of non-compliant ADA ramps. Approximately 2,300 lf of sidewalk will be replaced and 92 handicap ramps will be re-constructed to meet current ADA standards with this project.

The City prepared specifications and details for the sidewalk repairs and advertised competitive bids on May 25th, 2023. Bids for the project were received on June 22nd, 2023. The City received a total of four bids:

Sol Construction LLC	\$496,770.00
RGC Construction	\$543,990.00
Blount Construction Company, Inc.	\$570,474.31
DAF Concrete, Inc.	Withdrew bid due to error in pricing submitted

The low bidder, Sol Construction LLC, is an experienced contractor and has worked on numerous projects with similar scopes of work in Georgia and for the City of Alpharetta. Staff met with the VP of Sol Construction LLC to review the scope of work and the City's expectations. Sol Construction LLC assured staff that they would complete the project for the bid amount and within the allocated timeframe. Thus, staff determined Sol Construction LLC to be the lowest responsive and responsible bidder. Once a contract with Sol Construction LLC has been finalized and executed, construction may begin immediately. The anticipated completion date for the work is no more than 120 days from notice to proceed. Funding received from the American Recovery Act (ARA) will be utilized to complete this project.

ALTERNATIVES:

Do not approve funding for the project.

ATTACHMENTS:

1. City Bid Docs
2. ITB 23-011 Sol Construction-Contract
3. Sol Construction Bid Docs
4. Sidewalk Replacement Segments
5. ADA Ramp Replacement Locations



ITB 23-011 - FY23 SIDEWALK REPAIR & REPLACEMENT

Preliminary Bid Tabulation

Due Date/Time: June 22, 2023 @ 10:00AM

Supplier	Total / 100 pts	B-Cost-Bid Pricing / 100 pts
DAF Concrete, Inc.	100	100 (\$338,750.00)
Sol Construction LLC	68.19	68.19 (\$496,770.00)
RGC Construction	62.27	62.27 (\$543,990.00)
Blount Construction Company Inc.	59.38	59.38 (\$570,474.31)



DAF Concrete

Reliability is our promise!

9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

Monday June 26, 2023

Mr. Tom Harris
Procurement Official
City Of Alpharetta

Project: ITB 23-011, FY23 Sidewalk Repair & Replacement

Dear Mr. Tom Harris,

This will confirm our meeting today with Matt Malone, in which we notice the existence of a mistake in our bid submitted on this project. The mistake involves an error in the total amount of \$86,000 resulting from a clerical error. This error is reflected in the total bid price and thus this mistake should be added to the total computation of our total bid.

In view of the error involved, we hereby respectfully request permission to immediately withdraw our bid from consideration. Please advise the undersigned as to any supporting documentation you will need in order to verify the existence of the mistake, and it will be promptly transmitted to you.

If you have any questions, please do not hesitate to contact me.

Antonio Sanchez

Antonio Sanchez

DAF CONCRETE

President

9160 Turner Road.

Jonesboro, GA, 30236

Office: (770) 629-4036

Email: daf_concrete_inc@yahoo.com

ITB 23-011 - FY23 SIDEWALK REPAIR & REPLACEMENT

Preliminary Bid Tabulation

Due Date/Time: June 22, 2023 @ 10:00am

	Total	B-1 - SOI
Supplier	/ 100 pts	/ 100 pts
Sol Construction LLC	100	100 (\$496,770.00)
RGC Construction	91.32	91.32 (\$543,990.00)
Blount Construction Company Inc.	87.08	87.08 (\$570,474.31)

Eliminated Submissions

	A - Group 1 Administrative Review	B-1 - SOI
Supplier	/ 0 pts	/ 100 pts
DAF Concrete, Inc.	0	100 (\$338,750.00)

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-011

ITB Title: FY23 Sidewalk Repair & Replacement



ITB and CONTRACT INFORMATION, GENERAL CONDITIONS

Contents:

- ITB Information
- General Contract Terms & Conditions
- Appendix A City Truck Routes
- Appendix B Informational Forms
- Appendix C Sample Contract Bond Forms
- Appendix D General Conditions
- Appendix E Supplemental Conditions
- Appendix F Technical Specifications

ITB Information

1. Bidder Acknowledgement

By submitting a Bid, the authorized signer and represented firm have read, understand, and agree to information within the Invitation to Bid (ITB) documents including all required and informational documents, files, and forms posted to Bonfire project webpage for this ITB. These documents make up the ITB. They will become part of any contract that the City of Alpharetta (City) may award because of response to this ITB.

By sending a Bid, the Bidder acknowledges and agrees that:

- A. Bidder has carefully examined the plans, specifications, and related documents for this project and fully understands the conditions, provisions, and requirements of the proposed Work within this ITB.
- B. Bidder acknowledges that they completed a personal examination of the site of the proposed work (if applicable).
- C. Bidder will furnish all necessary labor, materials, machinery, tools, apparatus, and other means of construction necessary for completion of the project within the time set herein and in accordance with the Contract Documents.
- D. Bidder understands the quantities mentioned are approximate only and are subject to either increase or decrease and proposes to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.
- E. Bidder has given the City written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents.
- F. The Bidder is satisfied with the actual conditions and requirements of the proposed Work.

Acknowledging these statements, the Bidder proposes and agrees that if the Bidder's Bid is accepted, the Bidder will contract with the City in full agreement with the Contract Documents.

2. City's Authority and Right to Investigate

This procurement is issued under the authority of the City of Alpharetta's Procurement Policy and following State of Georgia and Federal applicable laws. The City has the authority to reject all bids or any bid that has not followed or met the City's scope of work or specifications (non-responsive) or reject any bid that shows that a bidder cannot meet one or more of the requirements (non-responsibility). The City has the right to ignore unimportant mistakes that do not affect the work or service to be provided, the purchase of requested item(s), or Bid pricing in order to award a contract that is in the best interest of the City.

The City may make such investigations as considered necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

3. Receipt of Bids and Public Inspection

a. Public Information:

During the opening of Bids, the Bidder's name, Bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to Public inspection and copying shortly after Bid opening with the following four exceptions:

1. Bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; provided however, if the City determines that such specifically identified information does not in fact constitute a trade secret, the City will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;
2. Matters involving individual safety, as determined by the City, may be withheld from disclosure;
3. Any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the City to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. Any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the City; and
5. Any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the City.

All open records requests must be presented in writing along with specific items requested. The Open Records Request form is available from the City's main website and requested through the City Clerk's office.

b. Procurement Agent's Review of Bids:

The Procurement Agent in charge of the solicitation will open and review the Bids and separate out any information that meets the referenced exceptions noted above, providing the following conditions have been met:

1. Documents or records containing information that the Bidder wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the Bid by the Bidder;
2. The Bid does not contain any such confidential material in the cost/price section; and
3. An affidavit from the Bidder specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the Bid that Bidder wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the Procurement Officer, Procurement Agent, and limited other designees. Bidders acknowledge that the act of separating out such information by the Procurement Agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Bidders should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the City determines that such information is subject to disclosure.

4. Contract Term

The term of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such additional period of time as may be necessary or advantageous to the City.

The Contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's bid cost submission and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term shall be based on the same terms and conditions as the original term with the exception of the price(s) or rates. The price(s) or rates for any extended term are guaranteed for a minimum of twelve (12) months. Any increase (or decrease) in prices or rates after the above-stated term, which includes any renewal term(s), shall be limited to five percent (5%) or the Consumer Price Index (US City Average – All Items; most recent month) factor, whichever is the lesser.

For any automatic renewal of the contract required pursuant to O.C.G.A. § 36-60-13, notice of intent to not renew will be given to the Contractor in writing by the City, no less than thirty (30) days before the expiration date of the initial term of the contract.

General Contract Terms and Conditions

Certain City standard terms and conditions, which will be incorporated into the Contract, are set forth below ("Terms and Conditions"). Vendors should notify the City of any Terms and Conditions that either preclude them from responding to this procurement or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with the Vendor's response. Any requests received prior to the deadline for receipt of questions for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The City reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

A. Additional Contract Provisions and Terms

The procurement, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the response of the awarded Contractor,

including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents").

The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the City and Contractor under any resulting Contract Documents, the Contract, will govern in accordance to the order of precedence set forth therein.

B. Performance Prior to Contract Execution

The successful Contractor shall not begin performance of the Project prior to the execution of a formal written contract by the City and the successful Contractor. Any Contractor beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. Under such circumstances, the City reserves the right to withdraw or cancel the award of the procurement.

C. Subcontractors

The lowest responsive and responsible Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Contractor's response to this procurement. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within the procurement, or otherwise in the Contract Documents created as a result of any contract award derived from the procurement, shall create any contractual relationships between any subcontractor of the Contractor and the City.

D. Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the City. The Contractor shall have no authority to contract for or bind City in any manner. Neither the Contractor nor its employees are employees of the City. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Proof of compliance must be received with the Contractor's response to the procurement at the address listed on the Cover Page of the procurement.

E. Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The City of Alpharetta is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a Bid or Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Response to the procurement.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Contractor shall submit a response for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:

- a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify”
(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the City providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is provided in *Appendix B* hereof, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement. It will be the duty of the Consultant to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix B* hereof, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included in Required Forms and must be received at the address listed on the procurement’s Cover Page prior to review of Contractor’s response.

F. Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

G. Disclosure

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any City procurement method, by entering into such an arrangement or executing a contract that the consultant agrees to: (1) Avoid any appearance of impropriety and shall follow all policies and procedures of the City; (2) disclose to the City any material transaction or relationship pursuant to §36-80-28, considered a conflict of interest, any involvement in litigation or other dispute, relationship or financial interest not disclosed in the Disclosure form; and (3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the City, entitling the City, to seek injunctive relief in addition to all other legal remedies. This requirement does not apply to confidential economic development activities pursuant to §50-18-72 or to any development authority for the purpose of promoting the development of trade, commerce, industry, and employment opportunities or for other purposes and, without limiting the generality of the foregoing, shall specifically include all authorities created pursuant to Title 36 Chapter 62; However, per provisions of subparagraph (e)(1)(B) of Code Section 36-62-5 reporting of potential conflicts of interest by development authority board members is required.

H. Compliance with Title VI of the Civil Rights Act of 1964

The City of Alpharetta, as a federal grant recipient, conforms to Title VI of the Civil Rights Act of 1964 and its amendments. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

The City is committed to enforcing the provisions of Title VI and to taking positive and realistic affirmative steps to ensure the protection of rights and opportunities for all persons affected by its programs.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Alpharetta's, Title VI Compliance Officer, within one hundred-eighty (180) days following the date of the alleged discriminatory action. For more information or Title VI Discrimination Complaint Forms contact the Title VI Compliance Officer at the following:

Human Resources: Title VI Compliance
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Tel: 678-297-6014

I. Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the Director of the contracting City Department or his authorized representative. Cumulative Change Orders in excess of \$50,000.00 or 10% of the original contract shall require the approval of the City Council.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the City at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the City with prompt written notice of the need for such substitution and shall cooperate with the City in providing a replacement.

J. Termination

This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (*Notices*). The Contract may also be terminated prior to expiration of the term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

K. Annual Appropriation and Renewal

Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive.

L. Ownership of Work Product

In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the "Work Product"), the City shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the City, provided the City has paid for the services in full.

1. General Insurance Requirements

A. Required with each bid:

Bidders shall provide certificate of current Proof of Insurance.

B. Insurance Requirements:

Upon Council approval, the awarded Contractor shall provide the City with a Certificate of Insurance (COI) to the procurement agent listed on the cover page for this ITB. The COI shall indicate the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the City at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City, the Contractor shall deliver to the City representative upon demand a certified copy of any policy required herein for review.

The Certificates of Insurance shall state that the City of Alpharetta is additionally insured.

Workers Compensation: Workers Compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen's compensation coverage for the State of Georgia.

- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate

- **Bodily Injury and Property Damage:**

\$1,000,000 combined single limit (BI & PD)
\$1,000,000 aggregate

Property Damage liability insurance shall include Collapse Hazard, Underground Property Damage Hazard, Broad Form Property Damage, Independent Contractors', and completed operations coverages. (Explosion Hazard coverage shall be provided if blasting operations are anticipated, and/or prior to any actual blasting operations). Coverages shall be specifically identified on the Certificates of Insurance.

- **Personal Injury:**

\$1,000,000 annual aggregate

- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Automobile Liability shall include any and all autos and road vehicles, including owned, non-owned, and hired.

- **Contractual Liability Insurance:**

Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
\$1,000,000 Aggregate

- **An Umbrella or Excess Liability** policy is acceptable in bringing limits into compliance.

Insurance; Indemnification. The awarded Contractor shall maintain the types and amounts of insurance set forth as from time to time reasonably shall be requested by the City. The awarded Contractor shall provide proof of such insurance to the City at the same time as the execution of any resulting Contract and/or purchase order, and as and when requested by the City during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied. The awarded Contractor shall indemnify and hold the City harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to the Contractor's, or Contractor's agents', employees' or subcontractors', negligent performance or non-performance of any resulting Contract and/or purchase order, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the City or its employees. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third party beneficiaries.

Insurance: Additional Parties to be Named:

2. Bonding Requirements

A. Bid Bond

A bid bond in the amount of 5% of bid total required and must be submitted with bid prior to bid due date/time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this bid shall be returned to the **BIDDER**.

Refer to ITB Forms, Bid Bond for required Bid Bond form.

B. Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

“Performance bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City.

“Payment bond” means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Refer to Appendix C at the end of this document for Sample Performance and Payment Bond forms.

3. Retainage Requirements

For construction contracts (O.C.G.A § 13-10-80), including road construction contracts (other than GDOT projects), the City will withhold retainage of 5% of the gross value from each invoice or pay application.

No retainage shall be held from design services. Contractor must submit separate invoices for design services

When all Work is completed and final acceptance has been approved by the City, the Contractor may invoice for the amount retained.

4. Time for Completion & Liquidated Damages

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the City. “Substantial Completion” shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the City can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or

renovations completed by the Work for their intended purpose. "Final Completion" shall mean the Work is complete in full accordance with this Contract and this Contract has been fully performed as determined by a final inspection of the City following the Contractor's request for same.

Liquidated damages will apply per GDOT Standard Specifications for Construction of Transportation Systems, 2021, Section 108.08. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the City for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the City for such breach would otherwise be difficult to ascertain.

5. Sample Contracting Documents

- A. **Subcontractor Participation List:** For all applicable projects totaling over \$50,000.00 and with a service-related component, the City requires contractors to agree to the public disclosure of the names of any first-tier subcontractors engaged to perform services in relation to the contract.

Contractors are required to inform relevant subcontractors that the subcontractor's participation in fulfilling the contract may be publicly disclosed.

The contractor shall provide a list of subcontractors to the City with each invoice or application for payment submitted. The list shall include the subcontractor's name and scope of service provided.

- B. **Final Affidavit:** For all applicable projects involving construction or progress milestones, Final Affidavit may be required as part of project close-out.
- C. **Subcontractor E-Verify Affidavit and Sub-Subcontractor E-Verify Affidavit:** It is the responsibility of the awarded contractor to require all subcontractors and sub-subcontractors to complete the correct affidavit. The awarded contractor is required to hold the completed affidavits on file and to make available to the City for review upon request.
- D. **Report and Affidavit Sample Copies** are included at the end of this document in Appendix B

6. Invoicing, Payment Processing

- A. The City agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the City during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.
- B. The City will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.
- C. Upon receipt of invoice and inspection and acceptance of the Work, the City will render payment. All such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.
- D. **Invoices** shall be submitted to:

City of Alpharetta
Department of Public Works
1790 Hembree Road
Alpharetta, GA 30009

Appendix A: City Truck Route and Map

City of Alpharetta Allowed Truck Routes

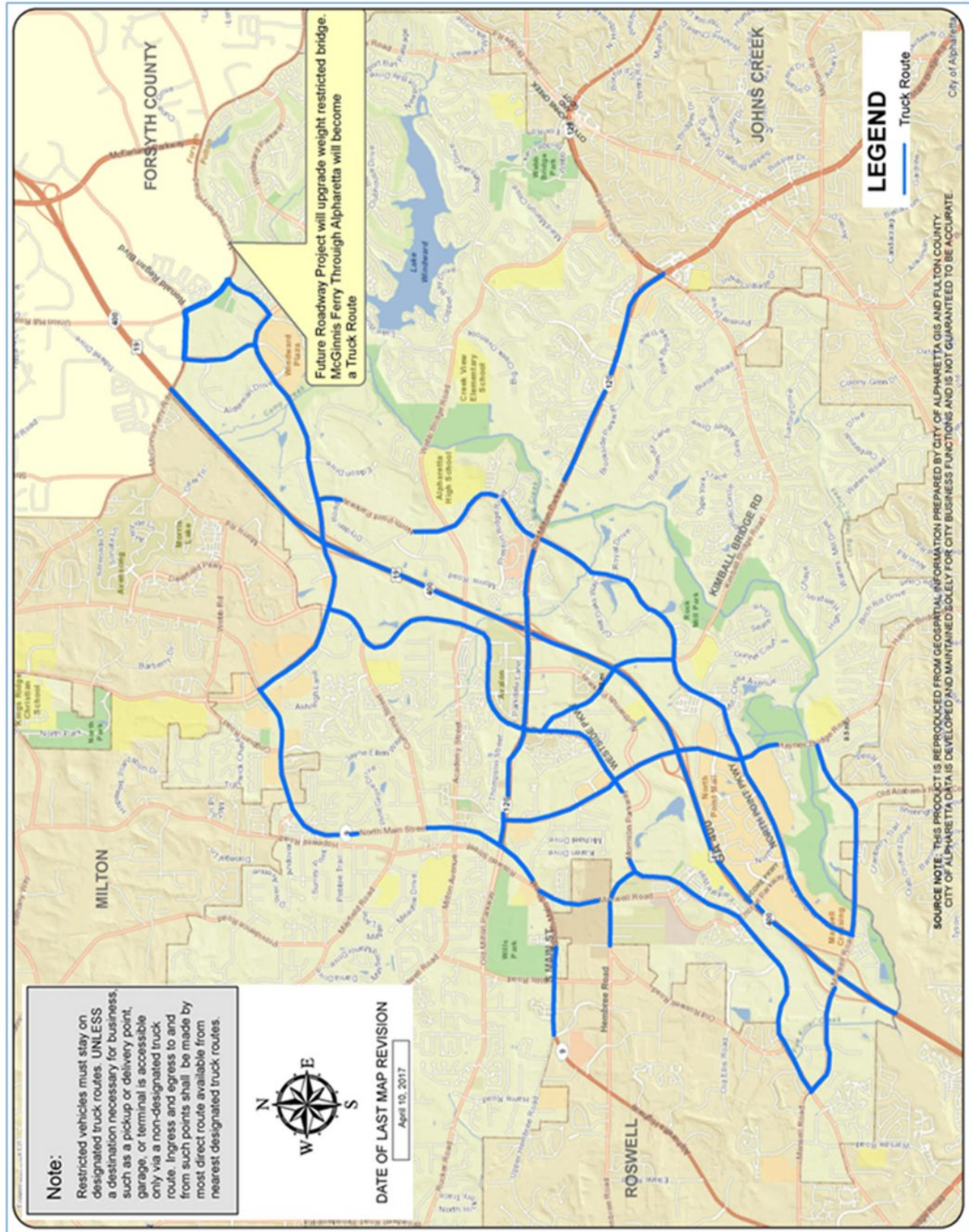
Certain trucks may travel in and through the City of Alpharetta using only those streets and roads highlighted in the Truck Route Map provided here and available for review online at:

<http://www.alpharetta.ga.us/government/departments/public-works/alpharetta-truck-routes>.

As noted in Chapter 18 (Traffic) of the Code of the City of Alpharetta, Georgia, except as specifically set out herein, trucks (defined as motor vehicle having a gross vehicular weight rating (G.V.W.R.) in excess of thirty-six thousand pounds (36,000 lbs.) or having an overall length in excess of thirty feet (30'), except vehicles designed to carry passengers) are prohibited from using any street within the City except those designated below:

- 1) SR 9 (North Main Street – South Main Street)
- 2) SR 120
- 3) Haynes Bridge Road (SR 120 to City Limits)
- 4) Hembree Road (Westside Parkway to Roswell City Limits continuing on Roswell Truck Route)
- 5) Mansell Road
- 6) Maxwell Road (SR 9 to Hembree Road)
- 7) McGinnis Ferry Road
- 8) North Point Parkway
- 9) Union Hill Road
- 10) Westside Parkway
- 11) Windward Concourse
- 12) Windward Parkway (SR 9 to Union Hill Road)

Exceptions to the above schedule are when the terminal, parking lot, repair garage, headquarters, place of pickup or delivery of the restricted motor vehicle is not on a designated truck route, ingress to and egress from such places shall be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, place of pickup or delivery and the nearest designated truck route.



Appendix B: Informational Forms *(do not return with bid package)***Subcontractor E-verify Affidavit**

**AFFIDAVIT VERIFYING SUBCONTRACTOR
PARTICIPATION IN FEDERAL WORK
AUTHORIZATION PROGRAM**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

Sub-subcontractor E-verify Affidavit

**AFFIDAVIT VERIFYING SUB-
SUBCONTRACTOR PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM**

GEORGIA

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (contractor) on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization (E-Verify) User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires

**Subcontractor Participation List**

To: City of Alpharetta, Georgia

From: [Contractor/Consultant Name]

Re: [Contract or Purchase Order No.], [Project Name]

Date: [Date of Accompanying Invoice]

Is the accompanying invoice the final invoice for this project? ____ Yes ____ No

Select one of the following:

____ No subcontractors providing a service have been utilized on this project.

____ Below is a list of all subcontractors which have provided a service on this project.

	Subcontractor Name	Scope of Services
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Add additional pages as needed to list all subcontractors.

**Final Affidavit**

TO: CITY OF ALPHARETTA, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by

_____ or any of their Subcontractors in connection with the

Work of:

FY 23 SIDEWALK REPAIR & REPLACEMENT

in the CITY OF ALPHARETTA have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which CITY on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity. Schedule of Subcontractor Participation has been completed and made part of this Final Affidavit.

Signature

Title

Personally appeared before me this _____ day of _____, 201____.

_____, who under oath deposes and says: that they are of the firm of

_____ ; that they have read the above statement; and that to

the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

Appendix C: Sample Contract Bond Forms *(do not return with bid package)*

Do not return these forms with bids. Only to be supplied by awarded contractor.

- A. 100% Performance Bond
- B. 100% Labor and Material Payment Bond

[remainder of page intentionally blank]

**100% Performance Bond**

BOND # _____

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in the _____ penal amount of _____ DOLLARS

(\$ _____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

FY23 SIDEWALK REPAIR & REPLACEMENT, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the conditions of this obligation is such that, if **CONTRACTOR** shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties and guarantees contained in said **CONTRACT**, including all modifications, amendments, changes, deletions, additions and alterations thereto that may hereafter be made, then this obligation shall be null and void, otherwise it will remain in full force and effect.

Whenever **CONTRACTOR** shall be, and declared by **CITY** to be in default under the **CONTRACT**, the **CITY** having performed **CITY**'s obligation thereunder, the **SURETY** shall promptly remedy the default promptly as follows:

1. Complete the **CONTRACT** in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the **CONTRACT** in accordance with its terms and conditions, and upon determination by **SURETY** and the **CITY** of the lowest responsible bidder, arrange for a contract between such Bidder and the **CITY**, and make available as **PROJECT** progresses (even though there should be a default or a succession of defaults under the **CONTRACT** or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the **SURETY** may be liable hereunder, the penal sum set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **CITY** to **CONTRACTOR** under the **CONTRACT** and any amendments hereto, less the amount properly paid by **CITY** to **CONTRACTOR**.
3. Allow the **CITY** to complete the **PROJECT** and reimburse the **CITY** for all reasonable costs incurred in completing the **PROJECT**.

100% Performance Bond**Page 2 of 2**

The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT**, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The **SURETY** hereby agrees that this bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the **CONTRACT**, so as to bind the **CONTRACTOR** and the **SURETY** to the full and faithful performance of the **CONTRACT** as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the **CONTRACT**.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the **CITY** and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this **PROJECT**, then the additional protection shall be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

No action can be instituted on this bond after one year from the completion of the **CONTRACT** and the acceptance by the **CITY** of the work thereunder.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

Signed and sealed this _____ day of _____, 201____.

In the presence of:

CONTRACTOR:_____

Witness

By:_____ (Seal)

Witness

By:_____ (Seal)
Georgia Representative

SURETY Contact Information:

Address: _____

Phone: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.



BOND # _____

100% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **SURETY**, are held and firmly bound unto CITY OF ALPHARETTA, GEORGIA, as obligee, hereinafter called **CITY** and their successors and assigns, _____ in _____ the _____ penal _____ amount _____ of _____ DOLLARS

(\$_____) for the payment of which the **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, **CONTRACTOR** has by written agreement dated _____, 20____, entered into a written construction contract, hereinafter referred to as the **CONTRACT**, with **CITY** for:

FY23 SIDEWALK REPAIR & REPLACEMENT, more particularly described in the **CONTRACT** (hereafter called the **PROJECT**)

in accordance with drawings and specifications prepared by **CITY**, which **CONTRACT** is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly make payment to all persons working on or supplying labor or materials under the **CONTRACT**, and any amendments thereto, with regard to labor or materials furnished and used in the **PROJECT**, and with regard to labor or materials furnished but not so used, then tis obligation shall be void; but otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A Claimant shall be defined as any subcontractor, person, [arty, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in performance of the **CONTRACT**, without regard to whether such labor, services, or materials were sold, eased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the **CONTRACTOR** or any subcontractor performing work on the **PROJECT**, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the **CONTRACT**.
2. In the event a Claimant files a claim against the **CITY**, or the property of the **CITY**, and the **CONTRACTOR** fails or refuses to satisfy or discharge it promptly, the **SURETY** shall satisfy or discharge the claim promptly upon written notice from the **CITY**, either by bond or as otherwise provided in the **CONTRACT**.
3. The **SURETY** hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the **CONTRACT** and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

100% Labor and Material Payment Bond**Page 2 of 3**

4. The **SURETY** hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the **CONTRACT**, so as to bind the **CONTRACTOR** and **SURETY**, jointly and severally, to the full payment of any Claimant under the **CONTRACT**, as amended or modified, provided only that the **SURETY** shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the **CONTRACT**, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the **CONTRACT** by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the **CITY** beyond that contemplated by O.C.G.A. § 36-91-90, or any other statutory law applicable to this **PROJECT**, then the additional protection shall be enforced in favor of the **CITY**, whether or not such protection is found in the applicable statutes.

Signed and sealed this _____ day of _____, 201____.

In the presence of:

CONTRACTOR:__________
Witness

By:_____ (Seal)

SURETY:__________
Witness

By:_____ (Seal)

Georgia Representative

100% Labor and Material Payment Bond

Page 3 of 3

Surety Contact Information:

Address: _____

Phone: _____
Fax: _____
Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Appendix D: General Conditions

Beginning next page. Remainder of this page intentionally blank.

APPENDIX D: GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. Addenda-- Written or graphic instruments issued prior to the opening of Bids that clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. AGENCY-- The Federal or state agency named as such in the Agreement.
3. Agreement-- The written instrument that is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
4. Application for Payment-- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. Asbestos-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. Bid-- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. Bidding Documents-- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
8. Bidding Requirements-- The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
9. Bonds-- Performance and payment bonds and other instruments of security.
10. Change Order-- A document recommended by ENGINEER that is signed by CONTRACTOR and OWNER and AGENCY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
11. Claim-- A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
12. Contract-- The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. Contract Documents-- The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

14. Contract Price-- The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).
15. Contract Times-- The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.
16. CONTRACTOR-- The individual or entity with whom OWNER has entered into the Agreement.
17. Cost of the Work-- See paragraph 11.01.A for definition.
18. Drawings-- That part of the Contract Documents prepared or approved by ENGINEER that graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR, Shop Drawings and other CONTRACTOR submittals, are not Drawings as so defined.
19. Effective Date of the Agreement--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. ENGINEER-- The individual or entity named as such in the Agreement.
21. ENGINEER's Consultant-- An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.
22. Field Order--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
23. General Requirements -- Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.
24. Hazardous Environmental Condition-- The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
25. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
26. Laws and Regulations; Laws or Regulations--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Liens-- Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
28. Milestone-- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
29. Notice of Award-- The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.
30. Notice to Proceed-- A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
31. OWNER-- The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

32. Partial Utilization-- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
33. PCBs-- Polychlorinated biphenyls.
34. Petroleum-- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
35. Project-- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.
36. Project Manual-- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
37. Radioactive Material-- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
38. Resident Project Representative-- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.
39. Samples-- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
40. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.
41. Site--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER that are designated for the use of CONTRACTOR.
42. Specifications-- That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
43. Subcontractor--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.
44. Substantial Completion-- The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
45. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.
46. Supplier--A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.
47. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid

petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

48. Unit Price Work--Work to be paid for on the basis of unit prices.

49. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

50. Work Change Directive-- A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and AGENCY upon recommendation of the ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

51. Written Amendment--A written statement modifying the Contract Documents, signed by OWNER, CONTRACTOR, and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Agreement and normally dealing with the non engineering or non technical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved", or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work, " refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2- PRELIMINARY MATTERS

2.01 Delivery of Bonds

- A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

- A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.
- B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:
 1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
 3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, AGENCY and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.
2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.
3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the

intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adoption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Land

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and
2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. ENGINEER's Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet anyone or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
- c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:
 - a. reviewing and checking all such information and data,
 - b. locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are able to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a claim therefor as provided in paragraph 10.05.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction that in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate

replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized; CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site that was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to 00 within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract

Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies

that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) that OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage that are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and are written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);
6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and
7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER 'S Liability Insurance

- A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04. OWNER, at OWNER 's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

- A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;
 5. allow for partial utilization of the Work by OWNER;
 6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
 8. contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph
- B. CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.
- C. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.07 Waiver of Rights

- A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.
- B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization

pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.8 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with CONTRACTOR and made payable to CONTRACTOR as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.8. CONTRACTOR shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. CONTRACTOR as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CONTRACTOR as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CONTRACTOR as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction that is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor, Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, layout, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such

adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals "

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
- b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

- a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.
- c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.
- d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve results called for by the general design, be similar in suited to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales,

maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other Contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.8 and in making changes in the Contract Documents (or in the provisions of any other direct contact with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for an acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. Removal of Debris During Performance of the Work. During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for \utilization by OWNER At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record Documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property .All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in

accordance with paragraph 14.07.8 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
- c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures:

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or
 2. normal wear and tear under normal usage.
- B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:
1. observations by ENGINEER;
 2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
 4. use or occupancy of the Work or any part thereof by OWNER;
 5. any acceptance by OWNER or any failure to do so;
 6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
 2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.
- B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 -OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and
2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8- OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payment to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08. Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9- ENGINEER'S STATUS DURING CONSTRUCTION**9.01 OWNER'S Representative**

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work: ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation; a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Order, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work<: thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be

responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07 .A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10- CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, subject to written approval by AGENCY at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive; a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.8.

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes

A. Notice; Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. ENGINEER's Decision; ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or
2. no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction, within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 -COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs

shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.
3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressive, and similar petty cash items in connection with the Work.
 - i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.
 - j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded: The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4 all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
 - 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.
 - 3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
 - 4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of the Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.
- C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records

thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
2. CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).
- C. CONTRACTOR's Fee: The CONTRACTOR 's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in anyone change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

- A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.
- B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

- A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inaction of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 -TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing, CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.8 shall be paid as provided in said paragraph 13.04.8; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining

such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating

to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance

with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractor, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineer, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others; destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 -PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be aid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.8.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR 's performance or furnishing of the Work;

b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER' s satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, AGENCY, CONTRACTOR, and ENGINEER shall make a prefinal inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the

tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.1 O regarding property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER, AGENCY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.
 2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER. CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.
- B. Review of Application and Acceptance
1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's application of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.
- C. Payment Becomes Due
1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

- A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims. The remaining balance of any sum included in the final Application for payment but held by OWNER for Work not fully completed and accepted will become due when the Work is fully completed and accepted.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 -SUSPENSION OF WORK AND TERMINATION**15.01 OWNER May Suspend Work**

- A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER that will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);
 2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
 3. CONTRACTOR's disregard of the authority of ENGINEER; or
 4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work, and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16- DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS**17.01 Giving Notice**

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

APPENDIX E: SUPPLEMENTAL CONDITIONS

SECTION SC

SUPPLEMENTARY CONDITIONS

GENERAL

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-2.2 COPIES OF DOCUMENTS

Amend the first sentence of paragraph 2.2 of the General Conditions to read as follows:

"OWNER shall furnish to CONTRACTOR up to three copies of the Contract Documents."

SC-2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 2.3 of the General Conditions in its entirety and substitute the following in its place:

"The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within sixty (60) days after the effective date of the Agreement."

SC-4.2 PHYSICAL CONDITIONS

Contractor shall make his own determination of physical and subsurface conditions of the site and the location, depth, type, and description of underground or overhead utilities, pipes, and conduits at the project site. Such information (if any) shown on the Drawings was obtained from readily available sources believed to be reliable but may not be accurate or complete. Excavation and/or electronic detection methods were not used to verify the information.

SC-5.3 CONTRACTOR'S LIABILITY INSURANCE

Each insurance policy required by Article 5 of the General Conditions shall contain a provision that the coverage afforded "Will not be cancelled, materially changed, or renewal refused until at least thirty (30) days' prior written notice has been given to the Owner and Engineer". Certificates of Insurance shall state that the above included in each policy or is added by policy endorsement.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

5.3.1 and 5.3.2 Workers Compensation, etc.:

- (1) State: Statutory
- (2) Federal: Statutory

5.3.3, 5.3.4 and 5.3.5 Comprehensive General Liability:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
\$1,000,000 Aggregate
- (2) Property Damage liability insurance shall include Collapse Hazard, Underground Property Damage Hazard, Broad Form Property Damage, Independent Contractors', and completed operations coverages. (Explosion Hazard coverage shall be provided if blasting operations are anticipated, and/or prior to any actual

blasting operations) .Coverages shall be specifically identified on the Certificates of Insurance.

- (3) Personal Injury:
\$1,000,000 Annual Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing the above Limits into compliance.

- (4) Railroad Protection Policy: To limits specified in Railroad Encroachment Permits (Only if applicable).

5.3.6 Comprehensive Automobile Liability:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
- (2) Automobile Liability shall include any and all autos and road vehicles, including owned, non-owned, and hired.

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.4 CONTRACTUAL LIABILITY INSURANCE

The Contractual Liability Insurance required by paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) Bodily Injury and Property Damage
\$1,000,000 Combined single limit (BI & PD)
\$1,000,000 Aggregate

An Umbrella or Excess Liability policy is acceptable in bringing Limits into compliance.

SC-5.5 OWNER'S LIABILITY INSURANCE

Delete paragraph 5.5 of the General Conditions in its entirety and insert the following in its place:

"The Contractor shall provide an Owner's Protective policy which shall provide liability coverage, including personal injury, for not less than the amounts required for the Contractor's Liability Insurance under the General Conditions paragraph 5.3 and shall include the ENGINEER and ENGINEER's Consultants as additional insured parties. The policy shall be delivered to the Owner prior to issuance of Notice to Proceed. "

SC-5. 6 PROPERTY INSURANCE

- (1) Delete the first sentence only of paragraph 5.6 of the General Conditions and substitute the following in its place:
"Contractor shall purchase and maintain property insurance upon the Work at the site(s) to the full insurable value thereof."
- (2) For only that portion of the Work that is underground water and sewer utility installation, Contractor may purchase and maintain Builder's All Risk insurance only to the full insurable value of material in storage at the site or in storage off site, but not yet incorporated into the Work (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).
- (3) Add to paragraph 5.6: "The All Risk property insurance policy shall be delivered to the OWNER prior to issuance of the Notice to Proceed."

SC-6.2 SUPERVISION AND SUPERINTENDENCE

Add a new paragraph immediately after paragraph 6.2 of the General Conditions as follows:

"6.2.1 Contractor shall have a responsible representative on call at all times and shall maintain a crew with necessary tools and equipment available on call after normal Working hours, on weekends, during inclement weather and other times when Work is not in progress, to perform any necessary emergency repair Work which may occur as a result of the Work under this Contract. Negligence on the part of the Contractor, in the opinion of the Owner, to satisfy such situations will be just cause for the Owner to take whatever action necessary to remedy the situation and to deduct the cost from monies due the Contractor."

SC-6.3 LABOR, MATERIALS AND EQUIPMENT

Add sentence to paragraph 6.3 of the General Conditions as follows:

"Contractor's request for consent for overtime, Saturday or legal holiday Work shall be delivered to the ENGINEER at least 48 hours prior to proposed start of such operations."

SC-6.13 PERMITS

Add the following to paragraph 6.13 of the General Conditions:

"Railroad crossing and State of Georgia Department of Transportation (GDOT) encroachment permits will be furnished by the Owner. GDOT blasting permits shall be obtained by the Contractor. Any delays in obtaining Owner furnished permits will not be cause for extra compensation; however, they will be cause for an extension of the Contract Time for a period equal to the delay. Contractor's Work shall conform to all requirements of the permits. Contractor shall obtain and pay for extra insurance and bonds (if any) required by permits. Owner will pay fees of utility service companies for permanent connections required by the Work. Contractor shall pay all utility user fees for temporary utilities required for the Work during the construction period until Substantial Completion."

SC-6.19 RECORD DOCUMENTS

Add to Article 6.19 the following:

"Keep accurate up-to-date as-built drawings as the Work progresses. These drawings shall reflect any deviations from the original Contract Documents. At the completion of the Work, the Contractor shall transfer all "as-built" corrections and notations. This set shall be delivered to and approved by the ENGINEER prior to final payment."

SC-6.20 SAFETY AND PROTECTION

Comply with all of the requirements of Public Law 91-956, cited as the "Occupational Safety and Health Act of 1970," and all amendments thereto, commonly referred to as OSHA, and it shall be the responsibility of the CONTRACTOR to fully enforce and comply with all of the provisions of the Act. Comply with OSHA requirements for maintaining a competent person at the job site at all times who is capable of identifying existing and predictable hazards in the surroundings or Working conditions which are unsanitary, hazardous, or dangerous to employees, and who is knowledgeable about OSHA standards, and who has authorization to take prompt corrective measures to abate hazards. A competent person at excavation, trenching or shoring sites also must be one having training in, and be knowledgeable about, soils analysis and the use of protective systems, shall have completed trench safety training in a course approved by the OSHA Training Institute, and shall be licensed as a "Utility Foreman" in the State of Georgia .

SC-9.8 PROJECT REPRESENTATION

Add a new paragraph immediately after paragraph 9.8 of the General Conditions to read as follows:

"9.8.1 The duties, responsibilities, and limitations of the Resident Project Representative shall be as stated in Duties, Responsibilities, and Limitations of Authority of Resident Project Representative."

SC-10 CHANGES IN THE WORK

Add paragraph 10.6 to the General Conditions to read as follows:

"10.6 The itemized quantities shown in the Bid Form shall be considered by the CONTRACTOR as the estimated quantities required to complete the Work only for the purpose of bidding. Should actual quantities required in the construction of the Work be greater or less than the quantities shown on the Bid Form, an amount equal to the difference in quantities at the unit prices bid for the items will be added to or deducted from the contract price upon completion of the Work. Owner may elect to delete entirely one or more bid items from the Work by giving written notice to the CONTRACTOR prior to commencement of Work on the deleted bid item."

SC-13.14 OWNER MAY CORRECT DEFECTIVE WORK

Add the following to Paragraph 13.14 after the first sentence:

"In the event of damage to existing utilities, or failure of completed or partially completed Work, which damage or failure creates an emergency or loss of service exceeding 4 hours, the Owner may (a) proceed to correct defective Work without prior written notice to the CONTRACTOR and (b) directly invoice CONTRACTOR for all such direct and indirect costs of the OWNER in accordance with OWNER's current policies".

SC-16 ARBITRATION

Article 16 of the General Conditions is deleted in its entirety.

END OF SECTION SC

APPENDIX F: TECHNICAL SPECIFICATIONS

This section contains the technical specifications which apply to this project:

- 01200 Price and Payment Procedures
- 01330 Submittal Procedures
- 01400 Quality Control
- 01780 Closeout Documents
- 02220 Demolition
- 02230 Clearing & Grubbing
- 02310 Grading
- 02775 Concrete Sitework
- 02900 Landscaping
- 02950 Site Cleanup and Finish
- 99999 Miscellaneous Construction

SECTION 01200**PRICE AND PAYMENT PROCEDURES****PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. The schedule of values shall be the exact same as the schedule of items in this project manual. Section summary totals shall be omitted.
- C. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Submit no more than one progress payment a month.
- B. Present required information in typewritten form or electronic media printout.
- C. Utilize the AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet(s). Approval from the City shall be obtained prior to the submission of any other form utilized besides what is specified herein.

1.04 APPLICATION FOR PROGRESS PAYMENTS-LUMP SUM CONTRACT

- A. For each item, provide a column listing each of the following:
 - 1. Item Number.
 - 2. Description of work and authorized change orders.
 - 3. Scheduled Values.
 - 4. Work completed and accepted by the City from previous applications.
 - 5. Work completed and accepted by the City for current period.
 - 6. Materials presently stored (if applicable).
 - 7. Total completed and stored to date of application.
 - 8. Percent of completion.
 - 9. Balance to finish.
 - 10. Retainage.

- B. Execute certification by signature of authorized officer.
- C. Use data from Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit one copy of each Application for Payment.
- F. Include the following with the application:
 - 1. Transmittal letter.
 - 2. Construction progress schedule, revised and current.
 - 3. Partial release of liens from major Subcontractors and vendors.
 - 4. Other documents as required.

1.05 APPLICATION FOR PROGRESS PAYMENT-LUMP SUM CONTRACT WITH UNIT PRICE ITEMS

- A. For each item, provide a column listing each of the following:
 - 1. Item Number.
 - 2. Description of work and authorized change orders.
 - 3. Unit of measure.
 - 4. Bid quantity.
 - 5. Unit price.
 - 6. Bid total.
 - 7. Work completed from previous applications.
 - a. Percentages for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 - 8. Work completed for current period.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 - 9. Total work completed to date.
 - a. Percentage for Lump Sum items installed and accepted by the City.
 - b. Quantities for Unit Price items installed and accepted by the City.
 - 10. Total due this month.
 - 11. Total due to date.
- B. Execute certification by signature of authorized officer.
- C. Use data from Schedule of Values. Provide percentages and/or actual quantities in each column for each line item for portion of work performed.
- D. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- E. Submit one copy of each Application for Payment.

F. Include the following with the application:

1. Transmittal letter.
2. Construction progress schedule, revised and current.
3. Partial release of liens from major Subcontractors and vendors.
4. Other documents as required.

1.06 CONTRACT MODIFICATION PROCEDURES

A. Construction Change Directive.

1. The City Representative may issue a document instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
2. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
3. Contractor shall promptly execute the change in Work.

B. Proposal Request.

1. The City Representative may issue a document which includes a detailed description of a proposed change.
2. Document may be accompanied with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid.
3. Contractor shall prepare and submit a fixed price quotation within 10 days.

C. Contractor Request for Change.

1. Contractor may propose a change by submitting a request for change to the City Representative.
2. Request for change shall describe the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
3. The Contractor shall not stop work while waiting on approval of the submitted Request for Change unless written consent is provided by the City Representative.

D. Computation of Change in Contract Amount.

1. For changes requested by the City Representative for work falling under a contract with Unit Price items, the amount will be based on the Contractor's bid prices.

E. Substantiation of Costs.

1. Contractor shall provide full information required for evaluation.
2. The following data shall be provided:
 - a. Quantities of materials, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.

- e. Credit for deletions from Contract, similarly documented.
 - 3. Contractor shall support each claim for additional costs with additional information. The minimum following information shall be included:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - F. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - G. Promptly enter changes in Project Record Documents.
- 1.07 APPLICATION FOR FINAL PAYMENT
- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments and sum remaining due.
 - B. A separate application for payment shall be submitted for retainage release accompanied by all required close out documents specified in Section 01780.

END OF SECTION 01200

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Data: Submittals that provide calculations, descriptions, or documentation regarding the work.
- B. Drawings: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.
- C. Instructions: Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.
- D. Schedules: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
- E. Statements: A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.
- F. Reports: Reports of inspections or tests, including analysis and interpretation of test results.
- G. Certificates: Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.
- H. Samples: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
- I. Records: Documentation to record compliance with technical or administrative requirements.
- J. Operation and Maintenance Manuals: Data which forms a part of an operation and maintenance manual.

1.02 SUBMITTAL CLASSIFICATION

- A. City approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Department of Public Works.

1.03 APPROVED SUBMITTALS

- A. The Department of Public Works approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.
- B. Approval will not relieve the Contractor of the responsibility for any error that may exist. The Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work.

C. After submittals have been approved by the Department of Public Works, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.04 DISAPPROVED SUBMITTALS

A. The Contractor shall make all corrections required by the Department of Public Works and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal.

B. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Department of Public Works.

1.05 WITHHOLDING OF PAYMENT

A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 - EXECUTION

2.01 GENERAL

A. The Contractor shall make submittals as required by the specifications or as required by The Department of Public Works in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

B. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

C. Prior to submittal, all items shall be checked and approved by the Contractor and each item shall be stamped, signed, and dated by the Contractor indicating the action taken.

D. Proposed deviations from the contract requirements shall be clearly identified.

E. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

F. Submittals shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

2.02 SCHEDULING

A. Submittals covering component items forming a system or items that are interrelated, shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be included.

B. A minimum of seven (7) calendar days (exclusive of mailing time) shall be allowed for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

2.03 SUBMITTAL PROCEDURE

A. Contractor shall send a minimum of three (3) copies of submittals to the Department of Public Works located at, 1790 Hembree Road, Alpharetta, Georgia 30009. Two (2) copies shall be kept by the Department of Public Works and the remaining copies submitted shall be returned to the Contractor.

B. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The City reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

2.04 CONTROL OF SUBMITTALS

A. The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made before the Contractor scheduled date of installing items requiring approval by the City.

2.05 CITY APPROVED SUBMITTALS

A. Upon completion of City review of submittals, the submittals will be identified as having "No Exceptions Taken", "Make Corrections Noted" or "Reject/Resubmit" by being so stamped and dated. Two (2) copies of the submittal will be retained by the Department of Public Works and the remaining copies of the submittal will be returned to the Contractor.

B. The City reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Department of Public Works from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the City or for check testing by the City in those instances where the technical specifications so prescribe.

2.06 STAMPS

A. Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall include the following minimum information:

1. Name of Contractor
2. Approved
3. Approved with corrections as noted on submittal data and/or attached sheets
4. Signature
5. Title of signee
6. Date

END OF SECTION 01330

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL**1.01 SERVICES**

A. Quality control services include inspections, tests, and related actions, including reports performed by the Contractor, independent agencies and by governing authorities. They do not include contract enforcement activities performed by the City.

B Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, test, or approvals required by the Standard Specifications or the Owner's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City.

1.02 INSPECTIONS AND TESTING

A. Contractor shall provide inspections and tests specified and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.

B. The Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.

C. The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.

1.03 AUXILIARY SERVICES

A. The Contractor shall cooperate with agencies performing inspections and tests and provide auxiliary services as requested. The Contractor shall notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:

1. Providing access to the Work.
2. Furnishing incidental labor and facilities to assist inspections and tests.
3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
4. Providing facilities for storage and curing of test samples.
5. Delivering samples to testing laboratories.
6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
7. Providing security and protection of samples and test equipment.

1.04 TESTING AGENCY RESPONSIBILITIES

A. The testing agency shall cooperate with the City Representative and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.

B. The agency shall notify the City Representative and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.

C. The agency shall communicate the results of their tests to the City Representative and the Contractor either orally or in writing immediately after performance of services prior to leaving the site.

D. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.

E. The agency shall not perform duties of the Contractor.

1.05 COORDINATION

A. Coordinate activities to accommodate services with a minimum of delay. Avoid removing and replacing construction to accommodate inspections and tests.

B. The Contractor is responsible for scheduling inspections, tests, taking samples and similar activities.

1.06 SUBMITTALS

A. The testing agency shall submit a certified written report, in duplicate, of each inspection and test to the City Representative.

B. Submit additional copies of each report to the governing authority, when the authority so directs.

C. Reports of each inspection, test, or similar service shall include, but are not limited to, the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making the inspection or test.
6. Designation of the Work and test method.
7. Identification of product and Specification Section.
8. Complete inspection or test data.
9. Test results and an interpretation of test results.
10. Ambient conditions at the time of sample taking and testing.
11. Comments or professional opinion on whether inspected or tested Work complies with requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting.

1.07 QUALIFICATIONS

A. Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

B. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - EXECUTION

2.01 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, and sample taking, repair damaged construction.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION 01400

SECTION 01780

CLOSEOUT DOCUMENTS**PART 1-GENERAL****1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 SUBMITTALS

- A. Project Record Documents
 - 1. Submit documents to City Representative with Retainage Release Application for Payment.
- B. Operation and Maintenance Data (Where Applicable)
 - 1. For equipment, or component parts of equipment put into service during construction and operated by the City, submit completed documents within ten days after acceptance.
 - 2. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with City Representative comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds
 - 1. For equipment or component parts of equipment put into service during construction with City Representative's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.

4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by City Representative.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

3.04 OPERATION AND MAINTENANCE MANUALS

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

B. Prepare data in the form of an instructional manual.

C. Binders: Commercial quality, 8-1/2 x 11 inch (216 x 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

H. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of City Representative, Contractor, Subcontractors, and major suppliers.
2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.

3.05 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with City Representative's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 x 11 inch (216 x 279 mm) three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION 01780

SECTION 02220**DEMOLITION****PART 1 - GENERAL****1.01 SCOPE OF WORK**

A. This section covers demolition and removal of existing items on site which interfere with proposed construction and protection of existing items to remain. This includes removal of existing structures, foundations, pavements, broken & dumped concrete and construction debris. The Contractor shall coordinate with the City phasing the work to accommodate existing site users.

1.02 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - EXECUTION**2.01 UTILITY PROTECTION**

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.02 DEMOLITION AND REMOVAL

- A. Demolish and remove from site existing structures, foundations, curb & gutter, slabs, walks, paving, steps, and any other item above or below ground that interferes with construction of the project as shown on plans.
- B. Materials demolished and items removed shall become the property of the Contractor and shall be removed promptly from the site, except for salvageable items as specified by the City

Representative. All demolished material shall be legally disposed of off the Owner's property. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under this contract.

C. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any debris or mud shall be charged to the Contractor and be deducted from funds due to the Contractor.

E. Littering of the site shall not be permitted.

F. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with the City's noise ordinance.

G. The Contractor shall comply with all applicable air pollution control requirements. The Contractor shall take appropriate actions to minimize atmospheric pollution. The City shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne.

H. No fires of any kind will be permitted on site.

I. No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

J. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

2.03 UTILITY ADJUSTMENTS

A. All existing utilities shown within the construction area shall be removed, adjusted or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

2.04 PUBLIC SAFETY

A. The Contractor shall provide all barricades, guards, lights and other installations required to protect persons and property during the work period. This shall be in addition to such protection required elsewhere in this specification.

END OF SECTION 02220

SECTION 02230**CLEARING AND GRUBBING****PART 1-GENERAL****1.01 SCOPE OF WORK**

A. This section covers clearing of vegetation, grubbing of stumps, roots, and debris, stripping of topsoil, disposal of unutilized materials and other incidental work related to preparing the site for later use.

1.02 DEFINITIONS

A. Clearing: Clearing shall consist of the felling, trimming, and cutting of obstructions such as trees into sections and the satisfactory disposal of the trees and other surface vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.

B. Grubbing: Grubbing shall consist of the removal and disposal of below-surface stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

C. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful; and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.

D. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil and weeds, roots, toxic materials, and other non-soil materials.

E. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

1.03 PROJECT/SITE CONDITIONS

A. Work Limits: Area to be cleared and grubbed will be the limits of disturbance as shown on the plans.

B. Burning: No burning of any kind shall be permitted.

C. Landscape Preservation: Protect vegetation outside the work limits from injury. Existing trees and shrubs shall not be disturbed or damaged. Any existing trees and or shrubs that are damaged as a result of construction activities shall be pruned by an ISA Certified Arborist.

D. Traffic: Minimize interference with adjoining roads, streets, walks and other adjacent occupied or used facilities during site clearing operations.

E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

1.04 TRAFFIC CONTROL

A. The Contractor shall be fully responsible for traffic control on the project.

- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2-EXECUTION

2.01 PROTECTION

- A. Prior to clearing and grubbing, locate and clearly flag trees and vegetation to remain or to be relocated. Erect and maintain a temporary fence around trees and vegetation to remain as indicated on the plans. Obtain approval from City Arborist for tree save fence locations prior to installing silt fence.
- B. Prior to clearing and grubbing, install erosion control measures as shown on the plans. Obtain approval from City Representative certified in erosion control inspections that erosion control measures have been installed properly and completely.
- C. Protect existing site improvements to remain from damage during construction. Any existing site improvements that are damaged during construction activities shall be restored back to their original condition as acceptable to the City Representative at no additional cost.
- D. Roads and Walks: Keep roads and walks free of dirt and debris at all times.

2.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are indicated to remain from damage at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Notify the City of Alpharetta Public Works Department immediately of damage to an existing utility line or of an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utilities. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall notify the City of Alpharetta Public Works Department 72 hours prior to interruption of the service.
- D. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- E. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.03 CLEARING

- A. Clear trees, stumps, roots, brush, and other vegetation in areas to be graded; cut off flush with or below the original ground surface, except such trees and vegetation indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead

branches 1-1/2 inches or more in diameter and be painted with an approved tree-wound paint. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require. Clearing shall also include the removal of existing obstructions that are a distance of 5 feet beyond the perimeter of to-be-built structures.

2.04 GRUBBING

A. Requirements: Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground. Debris not suitable for foundation purposes shall be removed.

2.05 STRIPPING OF TOPSOIL

- A. Remove sod or grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials on site for re-use where applicable. Any extra topsoil not incorporated into the work shall be removed promptly from the site.

2.06 SALVAGE

- A. Salvage and place any items requested by City Representative in a location approved by the City Representative.

2.07 DISPOSAL

- A. Material that is not to be salvaged shall be removed promptly from the project site and legally disposed of.

END OF SECTION 02230

SECTION 02310**GRADING****PART 1 - GENERAL****1.01 SCOPE OF WORK**

A. This section covers stripping and stockpiling topsoil, grading, hauling, excavating, and backfilling required for site work, temporary grading, ditching and silt control to protect the site and adjoining properties from water and silt damage.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. The manual for Erosion and Sediment Control in Georgia, Current Edition, as published by the Georgia Soil and Water Conservation Commission, and "Best Management Practices" apply to all land disturbing activities.

1.03 DEFINITIONS

A. Structural Fill: Fill supporting concrete walks, slabs or any other structure and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said structure measured at finished grade, thereafter tapering away at a 1:1 slope.

B. Paving Area Fill: Fill supporting any asphalt or concrete paving for parking of cars or trucks, or driveways, and extending for a distance as specified on the plans or a minimum of ten (10) feet on each side of said area measured at the finished grade, thereafter tapering away at a 1:1 slope.

C. General Area Fill: Fill in the general grading area covering banks, hollows, drain ditches, landscaped areas, etc.

D. Rock: Material which cannot be excavated except by drilling, blasting or wedging consisting of un-decomposed stone hard enough to ring under a hammer. The amount of solid stone shall not be less than one (1) cubic yard in volume.

E. Topsoil: Natural or cultivated surface-soil layer containing organic matter, sand, silt and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, stones, and other objects more than 1 inch in diameter; and free of subsoil, weeds, roots, toxic materials, and other non-soil materials.

F. Earth Excavation: All material found below the surface of the ground except active utilities and rock.

G. Suitable Material: Any materials classified by ASTM D 2487 as GW, GP, GM, GP-GM, GW-GM, GC, GP-GC, GM-GC, SW, SP. Suitable materials for grading shall be comprised of stones less than 8 inches in any dimension, except for fill material for pavements and railroads which shall be comprised of stones less than 3 inches in any dimension.

H. Unsuitable Material: Materials which do not comply with the requirements for suitable materials. Unsuitable materials also include man-made fills, trash, refuse, backfills from previous construction, and material classified as suitable which contain roots and other organic matter or frozen material.

I. Hazardous Material: Substance likely to cause death or injury by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful and includes, but is not limited to flammable dust, flammable fiber, combustible liquid, dangerous chemical, flammable gas, liquefied flammable gas, and flammable liquid.

1.04 SUBMITTALS

- A. Submit copies of Geotechnical Testing Reports to City Representative.
- B. Submit (2) copies of performance and product data for earthwork devices specified on the plans or as required by the City Representative.

1.05 EXISTING SITE CONDITIONS

- A. Existing conditions are shown on the drawings. The Contractor shall visit the site, familiarize himself with actual conditions and verify existing conditions in the field. Contractor shall notify the City Representative of any field conditions that are inconsistent with the plans.
- B. Items of historic or archaeological value discovered during construction operations shall remain the property of the City. Notify the City Representative immediately of any such findings for instruction.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - EXECUTION

2.01 LAYOUT

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

2.02 EROSION AND SEDIMENT CONTROL

- A. Contractor shall strictly adhere to the "Field Manual for Erosion and Sediment Control in Georgia" for required initial erosion, sedimentation, and pollution control measures. Only upon completion of installation of these measures in full and approval is obtained by the City Representative shall the Contractor expand his grading operations to the entire site.
- B. The Contractor shall construct all erosion control devices as shown on drawings. Contractor shall provide daily maintenance to such devices and remove accumulated sediment from traps after each rain event and haul off site.
- C. Protect newly graded areas from weather. Settlement or washing that occurs prior to acceptance of work shall be repaired, and grades established to required elevations shall be maintained by the Contractor until the date of substantial completion.

D. Contractor shall be fully responsible for any damage occurring to property above or below the site which is a result of drainage or silt from the site. Contractor shall fully inspect erosion control devices prior to commencing any work and take any precautions in addition to these hereinafter specified which he deems necessary to protect the adjacent property.

E. All areas in which earthwork shall be suspended for more than two (2) weeks shall be grassed with temporary grass.

F. Contractor shall install storm drainage as grading progresses and make additional storm drainage installation possible. Direct swales to drainage structure locations as shown on drawings. Install required temporary sediment traps the same day as storm structures are installed.

2.03 UTILITY PROTECTION

A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.

B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.

C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.

D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

2.04 HAZARDOUS MATERIALS

A. It is not expected that hazardous materials will be encountered in the work. If materials suspected of containing hazardous characteristics are encountered, do not disturb; immediately notify City Representative.

B. No soil found on site or transported to the site which is contaminated with material containing asbestos, PCB's, radon, gasoline, fuel oil, or other fossil fuels, shall be used for fill, backfill or landscape topsoil.

C. Notify City Representative of any contaminated soil found on site. Any contaminated soil found on site shall be removed and disposed of in a manner approved by the appropriate regulatory agencies.

2.05 SITE PROTECTION

A. The Contractor shall limit his grading and filling operations to within the work areas and shall not disturb the existing terrain or trees outside these lines. Locate storage sheds, temporary office and storage space as approved by the City Representative.

B. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.

C. Fill material placed against drainage structures or back-filled around utility pipes shall be placed and compacted by methods which will not cause any damage. Any damage, which does occur shall be repaired or replaced by the Contractor at no additional cost to the Owner.

D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.

E. Any settlement or washing that occurs to graded areas prior to acceptance of the work shall be repaired and grades re-established to the required elevations and slopes. Fill to required subgrade levels any areas where settlement occurs.

F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.

G. The Contractor shall provide effective drainage for the entire site at all times. Watersheds shall be diverted by ditching or embankment to prevent encroachment of surface water into excavations. No impoundment of water will be permitted except as provided; pools, puddles, or inundated excavations shall be drained immediately. The Contractor shall be fully responsible for all water damage to the site and to the installed work.

2.06 DEWATERING

A. All excavations shall be kept free of water at all times. All mud caused by standing water must be completely removed from any excavation before the placing of any permanent material. Where necessary, the water table shall be maintained during construction by the use of pumps and ditches at a level two (2) feet below the deepest excavation. No excavation shall be made to full depth when freezing temperature may be expected. Protect excavation bottom from frost if placing of concrete or gravel is delayed.

B. Contractor shall prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.

C. Contractor shall not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

D. Contractor shall protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by dewatering operations.

E. Contractor shall provide temporary erosion and sedimentation controls during dewatering operations.

F. Contractor shall establish and maintain temporary drainage ditches and other diversions outside excavation limits upon the City Representative's approval to convey rainwater and water removed from excavations to collecting or run-off areas. Do not use trench excavations as temporary drainage ditches.

2.07 TOPSOIL

A. After all demolition, clearing and disposal is completed, the Contractor shall strip from the top of the existing ground all topsoil in all areas to be graded. Stockpile topsoil in designated or approved locations with proper drainage where it will not interfere with the work.

B. At completion of job, topsoil shall be distributed with a minimum depth of four (4) inches to all disturbed or re-graded areas except pavement areas, parking lots, drives and walks at the direction of the City Representative. Ground shall be scarified before placing topsoil.

2.08 GRADING

- A. The Contractor shall be responsible for their own earthwork calculations and quantity take-offs. Should earthwork not balance on site, the Contractor shall be responsible for all costs associated with hauling in necessary structural fill and or hauling off excess cut material.
- B. All existing utilities shown within the construction area shall be removed, adjusted to finished grade or relocated as needed at the Contractor's expense including valves, meter boxes, pull boxes, etc. Contractor shall be responsible for coordinating (with the appropriate utility provider) the removal, relocation, abandonment, adjustment or modification of all utilities that interfere with construction of the project as shown on plans. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.
- C. All exterior grades shall be constructed in accordance with the drawings. In all cases, grades shall have sufficient pitch to drain water.
- D. All grading shall be done as required to bring the earth to the finished grades shown on the plans. Grades not otherwise indicated shall be uniform levels of slopes between points where elevations are given or between such points and existing finished grades.
- E. Insufficient Fill Material: If quantity of grading material is insufficient to provide finish grade elevations indicated on drawings. Contractor shall obtain additional fill material of specified quality from an off-site source. Obtaining and hauling of additional fill material shall be performed at no additional cost to the Owner. Any imported fill material must be approved by the Contractor's selected testing agency.
- F. Excess Cut Material: If quantity of grading material is in excess of quantities necessary to provide finish grade elevations indicated on drawings, any excess material shall be hauled off site. Hauling and disposal of excess cut material shall be performed at no additional cost to the Owner.
- G. Unsuitable Fill Material on Site: If graded and excavated materials on site are unsuitable for use as compacted fill as determined by the Contractor's selected testing agency, then suitable fill shall be obtained from an off site source. Obtaining and hauling of additional fill material and haul off of unsuitable materials shall be performed at a price negotiated between the Owner and Contractor.
- H. Grades: Cut, place, compact, fill and rough grade entire project area to within vertical tolerance not to exceed one-tenth (0.10) foot above or below finished grades shown with allowances made for sub-grades.
- I. Contractor shall take all precaution possible to prevent erosion of all graded areas of the site. Commence all fills at outmost part of fill and slope towards original ground so that all surface storm water drains back away from fill and does not run over the top of fill slope. Construct swales at bottom of proposed fill slopes prior to construction of any fills. Construct and maintain a swale at the outermost part of top fills as fills are constructed.
- J. Grade Maintenance: The Contractor shall provide additional fill material, remove excess material, or redistribute material, should grades be changed by erosion or other construction at no additional cost.
- K. Weather Limitations: No grading, excavating or filling of any kind shall be permitted when raining, or site is in a wet, muddy or frozen condition unless approved by the City Representative.

2.09 EXCAVATION

- A. The Contractor shall excavate to lines, elevations, dimensions, and depth, plus such additional space sufficient for forms and working space, as indicated on the drawings.
- B. The Contractor shall accept full responsibility for all excavations. Contractor shall protect all excavation embankments against collapse. Where possible, embankments over four (4) feet high shall be made at a slope not greater than one and one-half (1-1/2) horizontal to one (1) vertical, or where the

soil is very sandy or wet the slope should be no greater than two (2) horizontal to one (1) vertical; Steeper slopes than those suggested herein may be employed when the work is done under the supervision of a Georgia licensed Professional Engineer specializing in this type of work. Contractor shall conform to OSHA regulations for bracing and shoring.

C. Where it is not possible to provide a safe embankment slope; all banks shall be temporarily supported and maintained secure until permanent support has been provided.

D. Where ditches or trenches are over four (4) feet deep, cross bracing and shoring shall be provided to prevent collapse.

E. To prevent caving or settlement of earth adjacent to excavations, and for the protection of persons as well as property, shoring, bracing and other similar work shall be provided and installed to meet the conditions in each particular case and shall be left in place until construction has reached a point where backfills behind walls or in ditches have been made and the need for shoring and bracing eliminated.

2.10 ROCK EXCAVATION

A. When rock is encountered, the earth shall be cleared away and any rock shall be verified by the Contractor's selected testing agency. The Owner shall be notified before any rock has been removed in any way. If Contractor fails to notify the Owner prior to any rock excavation or removal, the Contractor will not be eligible for any payment for such work.

B. Boulders less than one (1) cubic yard in volume or rock as defined shall be removed at no additional cost to the Owner. Rock encountered that is greater than one (1) cubic yard in volume shall be removed and hauled off at a price negotiated between the Owner and Contractor. If a price for rock excavation has been established in the schedule of items, the Contractor shall remove rock at the contract price.

C. Decomposed rock and similar material that can be removed by tractor drawn ripper or power machinery will be classified as earth excavation.

D. Blasting of rock shall be subject to the Owner's approval. All blasting shall be done in accordance with local ordinances, and permits shall be obtained where required by law.

E. Materials accumulated as a result of blasting shall become the property of the Contractor and shall be promptly removed from the site. Burial of rock material in deep fill areas may be considered as allowed by the specifications or as approved by the City Representative.

2.11 TESTING

A. Testing of fill in place shall be performed by a laboratory approved by the Owner. All tests shall be paid for by the Contractor. Tests shall be made continuously as necessary during the placing and compacting of the fill. Any areas that do not meet the compaction specifications shall be re-compacted to achieve compliance.

2.12 STRUCTURAL FILL

A. Contractor shall install all necessary structural fill to provide the new grades as shown on the plans. Contractor shall load, haul, place, grade, and compact, all structural fill.

B. All areas to receive structural fill shall be cleared and stripped as herein specified.

C. Subgrade for all fill areas shall be inspected and approved by the Contractor's selected testing agency representative before beginning fill operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling

operation. Any areas which “pump” under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

D. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor’s selected testing agency representative and City Representative. Any areas which “pump” under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

E. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of structural fill shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

2. Testing of fill in utility trenches shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

F. In excavated areas, the upper twelve (12) inches of soils intended to support concrete walks, slabs, or any other structure shall be scarified and re-compacted to one-hundred (100) percent maximum density as determined by the Standard Proctor Compaction Test (ASTM D 698). In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.

1. Testing of excavated areas intended to support concrete walks, slabs, or any other structure shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. area. Additional tests may be required at locations determined by the City Representative.
- b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.

2. Testing of fill in utility trenches shall be made at the following frequencies:

- a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.

- b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.13 GENERAL FILL

A. Areas to receive fill shall be stripped of trees, stumps and vegetation, and topsoil shall be stockpiled before fill is placed. Fill material shall be placed in lifts six (6) to eight (8) inches in loose measure and shall be compacted to at least ninety-five (95) percent of the maximum dry density as determined by Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of general fill shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each twenty-five hundred (2,500) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than twenty-five hundred (2,500) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.14 PAVED AREAS

- A. All paved areas to receive fill shall be cleared and stripped as herein specified.
- B. Subgrade for all paved areas to receive fill shall be inspected and approved by the Contractor's selected testing agency representative and City Representative before beginning filling operations. Testing of subgrade shall consist of proofrolling with a loaded 20 ton dump truck or other pneumatic-tired vehicle of similar size and weight where applicable with two (2) complete coverages in each of two perpendicular directions. Proofrolling shall be accomplished under the observation of the Contractor's selected testing agency representative and City Representative. Notify City Representative forty-eight (48) hours in advance of proofrolling operation. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- C. If at any point it rains on subgrade prior to fill placement, contractor shall re-test subgrade under the observation of the Contractor's selected testing agency representative and City Representative. Any areas which "pump" under the wheels of the loaded truck shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.
- D. Fill material shall be placed in lifts of six (6) to eight (8) inches in loose measure. The fill shall be compacted to at least ninety-eight (98) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The top twelve (12) inches of fill shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard

Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. During the fill placement, in-place density tests shall be performed as hereinafter specified. The soil used for fill material shall be free of organic material and debris. All fill material should be placed in horizontal lifts and adequately keyed into stripped and scarified subgrade soils.

1. Testing of fill under paved areas shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each one (1) foot of compacted lift of any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

E. In excavated areas, the upper twelve (12) inches of soils intended to support pavements shall be compacted to at least one-hundred (100) percent of the maximum dry density as determined by the Standard Proctor Compaction Test (ASTM D 698). The moisture content at the time of compaction shall be within three (3) percentage points of the optimum moisture content for said soil. In confined areas such as utility trenches, portable compaction equipment and thin lifts of three (3) to four (4) inches shall be utilized to achieve the required compaction.

1. Testing of excavated areas intended to support pavements shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one thousand (1,000) Sq.Ft. of area. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for any area less than one thousand (1,000) Sq.Ft. Additional tests may be required at locations determined by the City Representative.
2. Testing of fill in utility trenches shall be made at the following frequencies:
 - a. A minimum of one (1) test shall be made for each one (1) foot of compacted lift for each twenty-five (25) linear feet of trench. Additional tests may be required at locations determined by the City Representative.
 - b. A minimum of one (1) test shall be made for each (1) foot of compacted lift for any length of trench less than twenty-five (25) linear feet. Additional tests may be required at locations determined by the City Representative.

2.15 FINISH GRADING

- A. Areas to be seeded shall be brought to finished grade and smoothed.
- B. Areas adjacent to sidewalks shall be brought up flush with finished elevation of sidewalks.
- C. Minimum topsoil depth shall be four (4) inches. No topsoil shall be spread in a frozen or muddy condition. In all cases positive drainage shall be provided. Allowance for settlement shall be made.

D. Areas where the topsoil has not been removed shall be scarified and smoothed. All sticks, stones and rubbish shall be removed.

E. Preparation of all lawn or landscape areas: Stockpiled topsoil from grading operations shall be spread evenly on the disturbed portion of the site. The soil shall be loosened and mixed to a depth of four (4) to six (6) inches and all stones over one (1) inch in size, sticks and rubbish removed via perpendicular passes (minimum two passes) by a "rockhound attachment" and hand raking. All areas shall be graded to finished grade. No heavy objects except lawn rollers shall be moved over lawn areas after the soil has been prepared unless the soil is again graded and loosened as specified above before topsoil is spread.

2.16 CLEANUP

A. Any soil, peat or similar material which has been brought onto paved areas by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones, and debris which has not previously been cleaned up shall be promptly removed from the site and disposed of as directed by the City Representative. All lawns and planting areas shall be prepared for final inspection prior to any planting.

B. All debris, construction materials, Contractor's buildings or equipment, logs, stumps, boulders, or any other extraneous material deposited during construction shall be promptly removed from the site, which includes all graded areas, all wooded areas, and all other undisturbed areas. All debris shall become the property of the Contractor and be promptly hauled away from the site. All existing debris, logs, stumps, boulders, or other extraneous material shall be removed from all undisturbed or graded areas.

END OF SECTION 02310

SECTION 02775**CONCRETE SITEWORK****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. This section covers furnishing all labor, equipments and materials required to construct all curb and gutter, concrete paving, sidewalks and all other items indicated on the drawings, including layout, preparation of subgrade, formwork, placing, finishing and testing.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.
- B. Division 2, Section 02310 Grading

1.03 REFERENCE STANDARDS

- A. City of Alpharetta Design Standards:
 - 1. STD. 901 Roadway Pavement Sections, Curb and Gutter Details
 - 2. STD. 902 Concrete Sidewalk Details, Curb Cut Ramp Details
 - 3. STD. 951 Commercial, Industrial Driveway Details
 - 4. STD. 952 Residential Driveway Details
- B. Where testing frequencies conflict between the specifications in this section and the requirements on the City of Alpharetta Standard Drawings, the frequencies outlined in this specification shall overrule.

1.04 SUBMITTALS

- A. Mix Design: Submit mix design for each concrete mix specified on plans. Submit alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustment.
 - 1. Indicate amounts of mixing water to be withheld for later addition at project site.
- B. Submit copies of Concrete Testing Reports to City Representative.
- C. Submit copies of concrete break results to City Representative.
- D. Submit (2) copies of performance and product data for concrete devices specified on the plans or as required by the City Representative.
- E. Additional submittals as required by the City Representative.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete sitework similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.

- B. Testing Agency Qualifications: An independent testing agency, acceptable to the City, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing specified herein as documented according to ASTM E 548.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- D. ACI Publications: Comply with ACI 301, "Specifications for Structural Concrete", unless modified by the requirements of the Contract Documents.
- E. Concrete Testing Services: Engage a qualified independent testing agency to perform material evaluation tests.
- F. All work shall be performed in accordance with applicable codes and ordinances and requirements of the local issuing authority.

1.06 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD).
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II - PRODUCTS/MATERIALS

2.01 CONCRETE MIXES

- A. Prepare mix designs proportioned to ACI 211.1 and ACI 301 for each type and strength of concrete determined by either laboratory trial mixes or field experience.
- B. Provide mix designs to provide concrete with the following properties:
 - 1. Minimum compressive strength (28 Days): 3,000 PSI unless noted otherwise on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.49.
 - 3. Slump Limit: 3 inches plus or minus 1 inch.
 - 4. Air Content: 4.5 % plus or minus 1.5 %.

2.02 CEMENTITIOUS MATERIALS

- A. Use the following cementitious materials of the same type, brand and source throughout the project:
 - 1. Portland Cement: ASTM C 150, Type I supplemented with the following:
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground, granulated blast furnace slag: ASTM C 989, Grade 100 or 120.
 - c. Silica Fume: ASTM C 1240, amorphous silica.
 - d. Normal weight aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregate from a single source.

1. Maximum coarse aggregate size: 1 inch (25 mm) nominal.
2. Fine aggregate: Free of materials with deleterious reactivity to alkali in cement.
- e. Water: ASTM C 94/C 94M and potable.

2.03 ADMIXTURES

- A. Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute to water-soluble chloride ions exceeding those permitted in hardened concrete.
 1. Air-entraining admixture: ASTM C 260
 2. Water-reducing admixture: ASTM C 494/C 494M, Type A.
 3. Retarding admixture: ASTM C 494/C 494M, Type B.
 4. Water-reducing and retarding admixture: ASTM C 494/C 494M, Type D.
 5. Calcium Chloride: The use of calcium chloride or admixtures containing calcium chloride is permitted provided:
 - a. No more than 2% calcium chloride is added.
 - b. The calcium chloride is mixed at the concrete plant.
 - c. No calcium chloride is added to concrete used to pour any item containing reinforcing steel or wire mesh.

2.04 STEEL REINFORCEMENT

- A. Plain steel welded wire reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

2.05 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice", of greater compressive strength than concrete.

2.06 FORMS

- A. Forms shall be constructed to ensure that the finished concrete will conform accurately to the indicated dimensions, lines and elevations and within tolerances specified.
- B. Forms shall be of wood or steel, straight, of sufficient strength to resist springing during deposition and consolidating concrete.

2.07 FORM RELEASE AGENT

- A. Commercially formulated form-release agent that will not bond with, stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.08 EXPANSION JOINT MATERIAL

- A. ASTM D 1751, asphalt-saturated cellulosic fiber.

2.09 DETECTABLE WARNING SURFACE

- A. Raised truncated domes with a nominal diameter of 0.9 Inch, a nominal height of 0.2 Inch, a center to center spacing of 1.7 Inches and with a visually contrasting color selected by Owner.

1. Utilized product must appear on Georgia Department of Transportation's QPL-87 Detectable Warning Surfaces. Color selected by Owner.
2. Stamping of ADA warning strips into concrete will not be accepted.

PART III - EXECUTION

3.01 LAYOUT

- A. Layout shall be accomplished by a State of Georgia licensed Land Surveyor or Construction Layout Professional.
- B. Establish and maintain stakes as required for drives, parking, walks, and other site improvements.

3.02 UTILITY PROTECTION

- A. The Contractor shall comply with the Georgia Utilities Protection Law. Notice must be given to the Utilities Protection Center at 800-811-7411, three (3) working days prior to starting any work.
- B. The Contractor shall protect all existing utilities that are not slated for demolition at all times throughout the project. Contractor shall make such explorations and probes as necessary to ascertain any wet sewer lines, water supply lines, live electrical conduits, live phone lines, etc. and shall make sure these utilities can be broken or changed without danger or disruption to any necessary service. De-activate and disconnect all existing utilities before proceeding with the work, except as specified above or otherwise shown on plans.
- C. Follow rules and regulations of authorities having jurisdiction for the respective utilities in executing work under this section.
- D. Inactive and Abandoned Utilities: Remove, plug or cap. In absence of specified requirements, plug or cap such utility lines as required by local regulations.

3.03 SITE PROTECTION

- A. Protect existing and placed concrete from damage. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- B. Maintain concrete free of stains, discoloration, dirt and other foreign material. Clean concrete no more than two (2) days before date of final inspection.
- C. The Contractor shall maintain carefully all benchmarks, monuments, property pins and other reference points. If disturbed or destroyed, replace as directed at no additional cost to the Owner. If found at variance with the drawings, notify the City Representative. Replacement of benchmarks, monuments, property pins and other reference points shall be accomplished by a State of Georgia licensed Land Surveyor.
- D. All existing curbs, sidewalks, buildings, utilities, and paving damaged in performance of this work shall be restored at no additional cost to the Owner.
- E. Any settlement or cracking that occurs to concrete areas prior to acceptance of the work shall be repaired and or replaced.

3.04 WEATHER LIMITATIONS

- A. Cold Weather Placement: Concrete placement shall not take place when air temperature reaches 40 degrees F and falling, or is already below that point. Placement may begin when air temperature reaches 35 degrees F and is rising or is already above 40 degrees F. Protect concrete from physical damage or reduced strength that could be caused by frost, freezing actions or low temperatures. Provisions shall be made to protect the concrete from freezing during the specified curing period. If necessary to place concrete when the air temperature, aggregates or water is below 35 degrees F, placement and protection shall be approved in writing by the City Representative. Approval shall be contingent upon the following provisions:
1. The underlying material shall be prepared and protected so that it is entirely free of frost or frozen materials when concrete is placed.
 2. Mixing water and aggregates shall be heated as necessary to result in the temperature of the in-place concrete being between 50 and 80 degrees F.
 3. Aggregates shall be free of ice, snow, and frozen lumps before entering the mixer.
 4. Covering and other means shall be provided for maintaining the concrete at a temperature of at least 50 degrees F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period.
 5. Do not use calcium chloride, salt or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
 6. Cold weather concrete placement shall comply with ACI 306.1.
- B. Cold Weather Placement Time: When air temperature is below 85 degrees F contractor shall have 90 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the 90 minute time limit the City Representative shall have the right to stop the concrete that is being placed. Any concrete left over due to the expired time limit shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.
- C. Hot Weather Placement: The temperature of concrete as placed shall not exceed 85 degrees F except where an approved retarder is used. The mixing water and/or aggregates shall be cooled if necessary to maintain a satisfactory placing temperature. The placing temperature shall not exceed 90 degrees F at any time.
1. Chilled mixing water or chopped ice may be used to control temperature provided water equivalent of ice is calculated into the total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.
 2. Cover reinforcement steel with water-soaked burlap so reinforcement temperature will not exceed ambient air temperature immediately before placing concrete.
 3. Fog-spray forms, reinforcing steel and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots or dry areas.
 4. Hot weather concrete placement shall comply with ACI 305R.
- D. Hot Weather Placement Time: When air temperature is between 85 and 90 degrees F, the contractor shall have 75 minutes from batch time printed on the delivery ticket to place concrete. When air temperature is above 90 degrees F the Contractor shall have 60 minutes from batch time printed on the delivery ticket to place concrete. If Contractor exceeds the time limits specified herein, the City Representative shall have the right to stop the concrete that is

being placed. Any concrete left over due to expired time limits shall be removed from the site at the Contractor's expense. If there is no batch time printed on the delivery ticket the City Representative shall have the right to reject the concrete prior to placement. Rejected concrete as a result of missing batch time on delivery ticket shall be removed from the site at the Contractor's expense.

3.06 FIELD QUALITY CONTROL

- A. The Contractor shall engage a qualified testing and inspection agency to sample materials, perform field tests and inspections and prepare test reports during concrete placement according to requirements specified in this section.
- B. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Slump: ASTM C 143, one test at point of placement for each composite sample for each type of concrete poured. Perform additional tests when concrete consistency appears to change.
 - 2. Air Content: ASTM C 231, pressure method, one test for each composite sample for each type of concrete poured.
 - 3. Concrete Temperature: ASTM C 1064, one test hourly when air temperature is 40 degrees F and below, when air temperature is 80 degrees F and above, and one test for each composite sample.
 - 4. Compression Test Specimens: ASTM C 31, one set of four (4) standard cylinders for each composite sample. Cylinders shall be molded and stored for laboratory-cured test specimens.
 - 5. Compressive Strength Tests: ASTM C 39, one specimen shall be tested at seven (7) days and two (2) specimens at twenty-eight (28) days; one specimen shall be retained in reserve for later testing if required.
 - a. Strength of each concrete mixture will be satisfactory if every average of any three (3) consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 PSI.
 - 6. Test results shall be reported in writing to Owner, Concrete Manufacturer and Contractor within 48 hours of testing. Reports of compressive strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspection agency, location of concrete batch in work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength and type of break for both 7 and 28 day tests.
 - 7. In the event that concrete break results do not achieve specified strengths, nondestructive testing may be utilized by an independent testing agency. Impact hammer, sonoscope or other nondestructive device may be permitted by the Owner but will not be used as the sole basis for approval or rejection.
 - 8. Additional Tests: The Contractor's selected testing agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met as directed by the City Representative.
 - 9. Additional testing and inspecting at the Contractor's expense will be performed to determine compliance of replaced or additional work with specified requirements.

10. Correct deficiencies in the work where test reports and inspections indicate noncompliance with the contract documents.

C. CONCRETE DELIVERY TICKETS

1. Place only concrete mix designs approved by the Owner. Concrete delivery tickets shall have the following minimum information on the ticket:
 - a. Approved mix code.
 - b. Batch time and date.
 - c. Maximum allowable water that may be added at the job site.
 - d. Type of concrete and amount.
 - e. Amount of concrete ordered and delivered.
 - f. Project description/location.
2. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the minimum specifications outline above, the City Representative can reject the load of concrete. If rejected, the load of concrete shall be promptly removed from the site at the Contractor's expense.

3.07 CONCRETE CURB AND GUTTER

A. Subgrade Preparation.

1. Curb and gutter subgrade shall be constructed to specified grade and cross section.
2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

1. Prior to concrete placement, Contractor shall have subgrade of curb and gutter tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of curb and gutter.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks and where indicated or requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- h. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch at right angles to the line of curb and gutter. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed in ten (10) foot intervals where indicated or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.

- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

2. Finishing

- a. Exposed surfaces shall be floated and finished with a smooth wood float until true to grade, section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush with longitudinal strokes. The edges of the gutter and top of the curb shall be rounded with an edging tool to a radius of $\frac{1}{4}$ inch. Immediately after removing the front curb form, the face of the curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The front curb surface, while still wet, shall be brushed in the same manner as the gutter and curb top. The top surface of gutter and entrance shall be finished to grade with a wood float.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.08 CONCRETE PAVING

A. Subgrade Preparation.

- 1. Concrete Paving subgrade shall be constructed to specified grade and cross section.
- 2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
- 3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

- 1. Prior to concrete placement, Contractor shall have subgrade of concrete paving tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
- 2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

- 1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
- 2. Additional tests may be required as determined by the City representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half ($\frac{1}{2}$) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Extend expansion joints the full width and depth of joint.
- e. Place top of expansion material flush with finished concrete surface.
- f. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter ($\frac{1}{4}$) inch. Radius of tooled edges shall be one-quarter ($\frac{1}{4}$) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City

Representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.

- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete paving to required cross section, lines, grades, finish, and jointing as specified.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.09 CONCRETE SIDEWALK

A. Subgrade Preparation

- 1. Concrete Sidewalk subgrade shall be constructed to specified grade and cross section.
- 2. Subgrade shall be placed and compacted in conformance with the contract documents and applicable City of Alpharetta Standard Drawings.
- 3. Subgrade shall be maintained in a smooth, compacted condition in conformity with the required section and established grade until concrete is placed.

B. Subgrade Testing.

- 1. Prior to concrete placement, Contractor shall have subgrade of concrete sidewalk tested by the Contractor's selected testing agency per the requirements outlined in section "02310 Grading" and The City of Alpharetta Standard Drawings.
- 2. If at any point it rains on subgrade prior to concrete placement, Contractor shall have subgrade re-tested by the Contractor's selected testing agency. Any areas that fail shall be undercut and replaced with clean, compacted fill at no additional cost to the Owner.

C. Concrete Testing: The Contractor shall provide molded concrete specimens for strength tests. Testing of concrete shall be made at the following frequencies:

- 1. For each mix poured, a minimum of one set of cylinders shall be made per day or for each 18 CY of concrete placed.
- 2. Additional tests may be required as determined by the City Representative.

D. Formwork.

1. Set, brace and secure forms, bulkheads and intermediate screed guides to required lines, grades and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least twenty-four (24) hours after concrete placement.
2. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.
3. Form sidewalk to ensure there is no more than 2.08 % or ¼ inch per foot cross slope from front to back of sidewalk per City of Alpharetta Standard Drawings.

E. Reinforcement.

1. Install reinforcing as required on the plans and City of Alpharetta Standard Drawings.
2. Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.
3. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
4. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

F. Joints and Spacing

1. Expansion Joints

- a. Expansion joints shall be installed by means of preformed expansion joint material one-half (½) inch in thickness cut and shaped to the cross section of existing concrete.
- b. Expansion joints shall be installed where newly poured concrete abuts concrete curbs, catch basins, sidewalk, driveway aprons, fixed objects, structures, pour breaks, where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.
- c. Expansion joints shall be installed at all radius points and structures.
- d. Expansion joints shall be installed at fifty (50) foot intervals.
- e. Extend expansion joints the full width and depth of joint.
- f. Place top of expansion material flush with finished concrete surface.
- g. Furnish expansion joints in one-piece lengths. Where more than one length is required, lace or clip sections together.

2. Contraction joints

- a. Contraction joints shall be installed by forming or tooling a joint with a minimum depth of one-quarter (¼) inch. Radius of tooled edges shall be one-quarter (¼) inch.
- b. Contraction joints shall be installed where indicated on the City of Alpharetta Standard Drawings or as requested by the City Representative.

G. Placement and Finish

1. Placement

- a. Prior to placing concrete the City Representative must inspect and approve formwork and subgrade preparation.
- b. Do not add water to concrete during delivery, at the project site or during placement unless approved by the City Representative. With the approval of the City representative, water may be added at the project site prior to test sampling and placement. The amount of water added shall not exceed the maximum allowable water amount specified on the delivery ticket. If the delivery ticket does not contain the maximum allowable water to be added at the site, the City Representative may prohibit the use of additional water.
- c. If at any point it is determined by the City Representative that the concrete delivered to the project site does not meet the specifications provided, the City Representative can reject the load of concrete. If rejected the load of concrete shall be promptly removed from the site at the Contractor's expense.
- d. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness.
- e. Contractor shall pull wire mesh up while placing concrete to ensure wire mesh is installed at the required elevations per plans.
- f. Produce concrete sidewalk to required cross section, lines, grades, finish, and jointing as specified.
- g. Where reinforcing bars are indicated, Contractor shall consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

2. Finishing

- a. After screeding, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished with a wood float or darby to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, followed by edging.
- b. Finished surfaces shall not vary more than $\frac{1}{4}$ inch from the testing edge of a 10-foot straightedge. Permissible deficiency in section thickness will be up to $\frac{1}{4}$ inch.

3.10 ADA REQUIREMENTS

- A. Sidewalk: Contractor shall construct sidewalks per City of Alpharetta Standard Drawings. Cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- B. Driveway Aprons: Contractor shall construct driveway aprons per City of Alpharetta Standard Drawings. Cross slope of driveway aprons where sidewalk passes through shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) for the full width of sidewalk.
- C. Handicap Ramps: Contractor shall construct handicap ramps per the City of Alpharetta Standard Drawings. Landing slopes shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) in any direction. Ramp longitudinal slope shall not exceed 1 inch per foot (8.33%) at any point. Ramp cross slope shall not exceed $\frac{1}{4}$ Inch per foot (2.08%) at any point.
- D. If existing grades do not permit ADA compliance the City Representative shall determine the required slopes to be met.

END OF SECTION 02775

SECTION 02900**LANDSCAPING****(Revised 08/15/2018)****PART 1 - GENERAL****2.****1.01 SCOPE OF WORK**

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 – General Requirements, and the Construction Drawings are collectively applicable to this section.
- B. Extent of landscape work is indicated on Drawings and in Schedules. Where specifications and plans contradict, the more stringent requirements shall apply.
- C. Provide all labor, material and equipment required or inferred from Drawings and Specifications to complete the Work of this Section.

1.02 QUALITY ASSURANCE**A. Reference Standards:**

- 1. Standardized Plant Names, 1988 edition, by the American Joint Committee on Horticultural Nomenclature.
- 2. American Standard for Nursery Stock, ANSI Z60.1, 2014 edition, by the American Nursery & Landscape Association.

B. Source Quality Control:

- 1. General: The only plant material accepted will be grown in an established nursery within industry standard horticultural practice. The stock will be free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions or disfigurement.
- 2. Inspection of Plant Material prior to Digging:
 - a. Contractor will secure all plant material to be supplied for the Project, and inform the Arborist, in writing, of location(s) within ten (10) days of Award of the Contract.
 - b. Arborist reserves the right to approve 100% of plant materials for the Project provided by the Contractor's sources.
 - c. Should the plant material be determined unacceptable, the contractor will pursue other sources until acceptable plant material is obtained, at no additional cost to the City of Alpharetta.
 - d. Approval at the plant source does not affect the City's right to reject material at the time of shipping receipt or before, during or after installation.
 - e. Contractor will inform the Arborist 72 hours prior to delivery of plant material to arrange for an inspection. The Arborist reserves the right to be present during delivery and to inspect the plant material prior to installation. The Arborist may reject plant materials at this time. Approval of delivered material does not affect the City's right to reject material before, during or after installation.

3.Shipping

- a. Landscape materials will be shipped with certificates of inspection as required by governing authorities. Inspection by Federal and/or State Governments at the site does not preclude rejection of plant material by the Arborist. Plants must be properly prepared for shipment to avoid damage.
 - b. Plant material may be rejected if not properly shipped. Make arrangements for watering plant material during shipment as needed to avoid damage.
 - c. Do not ship plant material when temperatures are below 20 degrees Fahrenheit.
- C. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by a recognized laboratory.
- D. Do Not Make Substitutions: If specified landscape material is not available, submit to the Arborist proof of non-availability from reliable nursery sources (AmericanHort members) and proposal for use of equivalent material. Proof of non-availability must be submitted if the plant in question is not available in the Eastern United States.

1.03 SUBMITTALS

- A. Approval: Obtain approval from Arborist for all submittals prior to beginning of Work, unless otherwise noted.
- B. Topsoil Sample: Submit one cubic foot of topsoil proposed for use.
- C. Soil Report: Submit results of laboratory soil tests and a sample of recommended soil mix one week prior to beginning of the Work. All site soil and imported soil to be used must be tested for proper nutrients, organic matter and amendment recommendations from the testing laboratory. Submit physical soil sample, if requested by Arborist.
- D. Planting Schedule: Submit planting schedule showing scheduled dates for each type of planting in each area of site, prior to beginning of the Work.
- E. Certification: Prior to acceptance of plant material, submit certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- F. Maintenance Instructions: Upon completion of the installation, submit typewritten recommendations for maintenance of any portion of the landscape which, in the opinion of the Contractor, requires special attention.
- G. Approval and Selection of Materials and Work: The selection of all Materials and the execution of all operations required under the Drawings and Specifications are subject to the approval of the Arborist. The Arborist has the right to reject any and all materials and any and all Work which, in their opinion, does not meet the requirements of the Contract Documents at any stage of the operations. The Contractor shall remove rejected work and or materials from Project site and replace promptly.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers displaying weight, analysis and name of manufacturer. Protect materials from damage during delivery and while stored on site.
- B. Sod: Sod should be delivered within 24 hours after stripping. Sod should be protected from drying and breaking of rolled strips.

- C. Trees, Shrubs and Groundcover: Provide freshly dug trees and shrubs. Do not prune prior to delivery. Do not damage bark or branches in handling. Cover and protect during shipment.
- D. Deliver trees, shrubs and groundcover AFTER planting preparations have been completed and install IMMEDIATELY. Any delay of planting in excess of six hours requires protection from weather and mechanical damage. Keep roots moist, store trees, shrubs and groundcover in a shaded area.
- E. Label at least one tree and one shrub of each variety with a securely attached waterproof tag designating its botanical and common name. Do not remove labels on plant materials until final acceptance by Owner.

1.05 JOB CONDITIONS

- A. Insurance on plant material and other stored or installed materials is the responsibility of the Contractor. The Contractor is liable for any losses due to theft, fire or vandalism incurred prior to Date of Substantial Completion of the work. Owner shall in no way be held responsible for any loss of plant material and other stored or installed materials due to fire, theft or vandalism.
- B. Proceed with and complete all landscape work as soon as portions of the site become available.
- C. Existing Utilities: Locate all underground utilities. Avoid possible damage to utilities. All damages to utilities resulting from this contract work will be repaired at the Contractor's expense.
- D. Excavations: When conditions detrimental to plant growth are encountered, such as debris, poor drainage or other subsurface deterrents, notify Arborist in writing.
- E. Planting Schedule: Prepare a proposed planting schedule. Coordinate schedule with General Contractor, Irrigation Contractor and other concerned Subcontractors. Plant trees after final grades are established and prior to planting of sodded areas, unless otherwise acceptable to Arborist. If planting of trees occurs after sodding work, protect sodded areas and promptly repair damage to sodden areas resulting from planting operations.

1.06 WARRANTY

- A. Warranty, following the date of Substantial Completion, against any defects or death as determined by the owner. **All trees shall be warrantied for a two year period. All shrubs, groundcovers and grass shall be warrantied for a one year period.** Damage by others or severe acts of nature beyond the Contractor's control are excepted.
- B. Remove and replace all dead, defected, or undesirable plant material as soon as noticed or directed by the Arborist, during the warranty period. Make replacements as soon as possible during the next acceptable planting season (Spring or Fall) as directed by the Arborist. All replacements will be at the expense of the Contractor.
- C. Replacements: Match adjacent specimens of the same species. Replacements are subject to all requirements stated in the Contract Documents. Warranty Period replacements, or those made after Final Acceptance, **will carry an additional one year warranty beginning at the end of the initial warranty period.**

1.07 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.

- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Edition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART 2 - PRODUCTS

3.

2.01 TOPSOIL

- A. Topsoil may not have been stockpiled by the city for use in landscape work. The Contractor is to verify the quantity and quality of stockpiled topsoil and supply at no additional cost to the project any additional as needed.
- B. Any additional topsoil necessary shall be fertile, friable, sandy loam, reasonably free of subsoil, clay, weeds, litter, salts, refuse and free of roots, stumps and stones larger than one inch in any dimension and any other toxic substances or matter harmful to plant growth.
- C. Obtain topsoil from local sources having similar soil texture to that present at Project Site. The topsoil shall be fertile, friable, sandy loam obtained from a well drained site.

2.02 PLANTING SOIL MIX

- A. All backfill for trees and shrubs must be a Planting Soil Mix that is pre-approved by the Arborist. On-site soil to be used as backfill must be analyzed by a City approved laboratory, such as UGA Extension office, and then amended according to soil analysis recommendations in order to create an approved Planting Soil Mix.

4. Example Planting Soil Mix:

- 5. 60% topsoil
- 6. 40% prepared additives by volume as follows:
 - Three parts organic soil amendment
- 7. One part sterilized cow manure
- 8. Commercial fertilizer as recommended in soil analysis
- 9. Sulfur as recommended in soil analysis

2.03 SOIL AMENDMENT SPECIFICATIONS

- A. Lime: Natural limestone containing 100% of total carbonates, ground so that not less than 90% passes a 100-mesh sieve.
- B. Organic Soil Amendment
 - 1. Air dried, finely shredded to pass 70% through a 1/8" inch mesh, free of weeds and ph range suitable for intended horticultural use.
 - 2. Humus may be peat-type or completely decomposed forest-type including decomposed leaves, bark and organic wastes.
- C. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.
- D. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.

- E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing the following percentages of available plant nutrients:
1. Provide a homogeneous fertilizer for trees, shrubs and groundcover complete with micro nutrients having an analysis of 12-4-8 (12 pounds of nitrogen, four pounds of available phosphoric acid and eight pounds of water soluble potash respectively for each 100 pounds of mixture).
 2. Provide fertilizer for lawns in accordance with results and recommendations of soil report relative to lawn installation. Provide nitrogen in a form that will be available to lawn during initial growth period.

2.04 PLANT MATERIALS

A. General:

1. Provide plants true to species and variety, complying with recommendations of ANSI Z60.1-2014 "American Standard for Nursery Stock".
2. Specific requirements concerning plant material and the manner in which it is to be supplied are shown on the Drawings and Plant List (or Plant Schedule).

B. Quality and Size:

1. Furnish nursery grown plants, freshly dug, well branched, fully foliated when in leaf and with healthy well developed root systems. Shrubs must have self supporting stems. All plants to disease free and without insect infestation (all life stages).
2. Provide full and symmetrical plants unless otherwise called for.
3. Provide trees and shrubs of sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to the Arborist. Rootballs must be increased proportionately per ANSI Z260.1-2014 standards. The increased size will not result in additional cost to the Owner.
4. Within each size range, not less than 50% of the plants must be of the maximum size specified; for example, 8'-10' height specification requires that not less than 50% of the plants are 10' height.
5. Balled and Burlaped Plants: Plants designated "B&B" are to have firm, natural balls of soil corresponding to sizes specified in ANSI Z60.1-2014 "American Standard for Nursery Stock". Balls to be firmly wrapped in biodegradable burlap and securely tied with biodegradable heavy twine, rope and/or wire baskets. Plants with loose, broken or manufactured rootballs will be rejected. Rootballs shall be lifted from the bottom only, not by stems or trunks.
6. Container grown plants in plastic containers will be acceptable in lieu of balled and burlaped plants provided that they are of specified size and quality. The container must be removed, with care being exercised as to not injure the plant and roots, prior to planting.

C. Trees:

1. Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1-2014 for type and species required. Provide single stem trees except where other forms are specified in the Contract Documents.

2. Caliper shall be measured six inches above ground for trees up to and including 4" caliper. Trees over 4" caliper shall be measured 12 inches above ground. Specified height and spread dimensions refer to the main body of the plant and not branch tip to tip. Take measurements with branches in natural position.
3. Do not limb up trees more than two feet before planting. Prune to desired form as directed by the Arborist.

D. Groundcovers:

1. Provide established and well-rooted groundcover plants, in removable containers or integral peat pots, having not less than the minimum number and length of runners per ANSI Z60.1-2014 for the pot size specified.

E. Grass:

1. Grass Seed: Provide fresh, clean, new crop-seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed of grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed, as specified in Drawings.
2. Sod: Provide strongly rooted sod, not less than two years old and free of weeds and undesirable native grasses. Only provide sod capable of growth and development when planted. Provide machine cut sod of a uniform minimum soil thickness of 5/8 inch plus thickness of top growth and thatch. Sod pieces to be consistent in size and shape. All sod must be a true certified turf grass.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Burlap for wrapping earthball shall be biodegradable jute mesh not less than 7.2oz per square yard. Wrapping materials made from man made fibers are unacceptable.
- B. Stakes: Grade No. 2 or better, uniform grade pressure treated pine LP-22 or sound new hardwood or redwood free of knotholes and other defects.
- C. Anchors: #4 rebars or comparable size steel stakes, 36 inches in length.
- D. Soil separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freeze-thaw.
- E. Drainage Gravel: Clean crushed stone no larger than 1" diameter.
- F. Water: Water transportation is the sole responsibility of the Contractor.
- G. Mulch:
 1. Unless otherwise indicated on the plans, mulch shall be pine straw. Pine straw shall be clean, fresh, dark brown, and free of branches, cones, foreign matter, insects and disease.
 2. When plans indicate hardwood mulch, contractor shall adhere to specifications indicated on plans. If no specifications exist, hardwood mulch shall be clean, fresh, and free of branches, leaves, pine needles, manufactured wood products, foreign matter, insects and disease
- H. Anti-Desiccant: Emulsion-type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and apply in accordance with manufacturer's instructions.

10.

PART 3 - EXECUTION

11.

3.01 PREPARATION

A. General:

1. Contractor shall examine conditions under which planting is to be installed, review applicable site survey drawings, and be familiar with location of underground utilities before digging.
2. Planting operations are to be performed according to specific dates indicated on plans. **If specific dates are not indicated on plans, planting shall be performed as follows:**
Trees: November 1 to February 28. Shrubs/groundcovers: April 1 to April 30.
No installation of plant material shall take place during official City Holidays or from December 24 through January 1. The Contractor guarantees the plant material as specified. Plant only during suitable weather conditions and seasons.
3. Lay out tree and shrub locations and areas for mass plantings. Flag tree locations, outline areas and secure Arborist's acceptance before start of excavation for planting work. Make adjustments as may be requested.
4. Notify Arborist of adverse sub-surface drainage or soil conditions. State conditions and submit a proposal for correction, including costs. Obtain approval for method of correction prior to continuing Work in the affected area. In the event that alternate locations are selected, the Contractor shall prepare such areas at no additional expense to the Owner.

B. Excavation for Trees and Specimen Shrubs:

1. Excavate pits, beds and trenches as specified and as shown on the drawings.
2. Loosen hardpan until hardpan has been broken and moisture is allowed to drain freely.
3. For balled and burlaped (B&B) trees and shrubs make excavations at least 3' wider than the rootball diameter for the top 1/3 of the pit. For the remaining depth of the pit, excavate at least two feet wider than the rootball diameter and equal to the ball depth plus an allowance for setting rootball. **Arborist must approve sample tree pit prior to tree planting.**
4. For container grown stock, excavate as specified for balled and burlaped stock. Adjust to size of container width and depth.

C. Drainage Testing:

12. Tree and specimen shrub pit: Fill each pit $\frac{1}{4}$ full with water. If percolation is less than 100% within a period of 12 hours, drill a ten inch auger hole to a depth of four feet below the bottom of the pit. Fill auger hole with drainage gravel and cover with soil separator. Retest pit. If drainage is still unsatisfactory, Contractor must notify Arborist in writing of the the locations with unsatisfactory drainage so that a solution can be arrived at before planting.

3.02 PREPARATION OF PLANTING SOIL MIX

- A. Clean topsoil of roots, plants, clods, stones, clay lumps and other extraneous materials harmful or toxic to plant growth before mixing.
- B. For pit and trench type backfill, prepare Planting Soil Mix prior to backfilling and keep covered until used.

- C. For groundcover and shrub beds, prepare Planting Soil Mix either prior to planting or apply on surface of topsoil and mix thoroughly before planting. (Delay mixing of fertilizer if planting will not follow placement of Planting Soil Mix within a few days)
 - 1. Mix lime, if required, with dry soil prior to mixing of fertilizer.
 - 2. Prevent lime from contacting roots of acid-loving plants.
 - 3. Apply phosphoric acid fertilizer (in addition to that constituting a portion of complete fertilizers) directly to subgrade before applying Planting Soil Mix and tilling.

3.03 PREPARATION OF SHRUB AND GROUNDCOVER PLANTING BEDS

- A. Layout planting beds on the ground as shown on the plans. Layout to be approved by Arborist prior to constructing the beds.
- B. Remove all existing turf throughout entire planting bed area.
- C. Till existing soil to 12" depth throughout entire planting bed area.
- D. Outline bed with a trench edge as detailed. Place soil from trench edge within bed area.
- E. Spread a 4" minimum depth layer of Planting Soil Mix over the entire bed area. Additional Planting Soil Mix may be necessary to build up shrub beds to grade as detailed. Work Planting Soil Mix into top of tilled soil.
- F. Fine grade planting areas to ensure positive drainage after settlement has occurred. Slope surface of shrub beds to drain toward the trench edge.

3.04 PREPARATION OF SEASONAL COLOR BEDS

- A. Excavate seasonal color bed to a depth of four inches, break through "hard pan" and remove all stone, roots, debris, etc. Remove excavated soil.
- B. Till excavated bed to a depth of 6-8".
- C. Slope the base of the seasonal color bed to the trench edge. Add four inch diameter drainage pipe if necessary to ensure proper drainage.
- D. Spread Seasonal Color Soil Mix consisting of topsoil and the following ingredients per 50 square feet:
 - 1. 100 lbs of topsoil
 - 2. Six cubic feet organic soil amendment
 - 3. Five pounds of bonemeal
- E. Seasonal color bed should be a minimum of six inches above existing grade.

3.05 PREPARATION FOR PLANTING LAWNS

- A. Loosen the grade of lawn areas to a minimum depth of six inches. Remove stones over one and one half inch in any dimension, sticks, roots, rubbish and other extraneous material. Plant promptly after preparation.
- B. Grade lawn areas to a smooth, even surface with loose, uniformly fine textured soil. Roll and rake as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.

- C. Fertilize and lime prior to start of grassing operation. Apply ground limestone at the rate recommended by soil test analysis and work into top six inches of soil. Apply fertilizer at the recommended rate, work into top two inches of soil. The fertilizer application shall not precede the placement of sod by more than three days.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns.
- E. Repair lawn areas, if eroded or otherwise disturbed, after fine grading and prior to planting.
- F. Lawn areas within undisturbed grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, etc., prepare soil for lawn planting as follows prior to preparation of unchanged areas: remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property. Till to a depth of not less than six inches; apply soil amendments and initial fertilizers as specified; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, free of lumps, stones, roots and other extraneous matter.

3.06 PLANTING TREES AND SPECIMEN SHRUBS

- A. Remove all existing turf within a 5' radius of all proposed trunk locations. Soil must be tilled to a depth of 12" within a 5' radius of all proposed trunk locations.
- B. Set balled and burlaped (B&B) stock on a layer of compacted planting soil mixture, plumb and in center of pit with top of ball 3 - 4" above the finish grade. Loosen and remove burlap and biodegradable ropes from half of rootball. **Cut and remove the top half of all wire baskets before backfilling.** Use Planting Soil Mix to backfill plant pits. After plants are set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately two thirds full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Continue watering after placing final layer of backfill. **A City approved Moisture Manager product must be applied at time of initial watering per manufacturer's specifications.**
- C. Install container grown stock exactly as specified for balled and burlaped stock. Remove containers, without damaging rootballs, prior to backfilling.
- D. As needed, apply anti-desiccant if deciduous trees or shrubs are moved in full leaf. Spray with anti-desiccant at nursery before moving and again after planting as per manufacturer's recommendations.
- E. Smooth planting areas to conform to specified grades after full settlement has occurred and mulch has been applied.
- F. Mulching: Immediately after planting work has been completed, mulch all planting areas/beds to a minimum depth of three inches. **For trees, mulch ring must have a minimum radius of 5 feet.** Finish mulched area edges according to plan detail.
- G. Watering: All trees and specimen shrubs must be sufficiently watered at time of planting per section 3.06 B. Water thereafter as required by Section 3.10.

3.07 STAKING, GUYING AND PRUNING

- A. Stake and guy trees, if required, immediately after planting. Plants shall be plumbed after staking or guying. Maintain stakes and guys until acceptance of the job.
- B. Staking trees of one inch caliper and under or < four feet in height: Use single stake with rubber hose and fabric tie loop around trunk. Wire ties not allowed. Use only specified stakes.

- C. Staking trees of one inch to three inch caliper: Adhere to staking details unless alternate detail has been approved by the Arborist prior to the beginning of planting operations.
- D. Guying trees over three inch caliper: Guy trees according to detail. Position guys around trunk at approximately 2/5ths the height of the tree. Anchor guys in ground to specified stakes driven below finish grade.
- E. Pruning: Unless otherwise directed by the Arborist, do not cut tree leaders; remove only injured or dead branches from trees. Prune shrubs only at the direction of the Arborist.
- F. Inspect tree trunks for injury, improper pruning, and insect infestation. Inform Arborist of any problems.

3.08 PLANTING SHRUB AND GROUND COVER BEDS

- A. Prepare beds according to section 3.03.
- B. Remove plants from containers, without damaging the rootball, and set in excavated holes per plan specifications.
- C. Backfill rootball pit with soil from the bed and Planting Soil Mix. Lightly compact the soil around the plant to eliminate voids and air pockets.
- D. Mulching: Immediately after planting work has been completed, mulch all planting areas/beds to a minimum depth of three inches. Finish mulched area edges according to detail. Remove all mulch from foliage of plants.
- E. All shrubs, and groundcovers must be sufficiently watered at time of planting. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe. Water thereafter as required by Section 3.10 of these specifications.
- F. **A City approved Moisture Manager product must be applied per manufacturer's specifications at time of initial watering.**

3.09 INSTALLING LAWNS

- A. Sodding New Lawns:
 - 1. Water soil at area to be sodded prior to installing sod. Soil must be moist but not saturated when laying sod.
 - 2. Lay sod within 24 hours from time of stripping. If not possible, sod may be stored on site up to 36 hours after stripping provided sod is properly protected; unstack, unroll, place in shade and keep moist.
 - 3. Do not plant dormant sod.
 - 4. Do not plant sod on frozen ground.
 - 5. Lay sod to form a solid mass with tightly fitted joints. Do not overlap. Stagger strips. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly with water filled roller to ensure contact with subgrade. Work sifted soil into gaps between pieces of sod; remove excess to avoid smothering of adjacent grass.
 - 6. Anchor sod with pegs to prevent slippage on slopes wherever erosion can be anticipated. Lay sod perpendicular to slope direction with staggered joints.
 - 7. Water sod thoroughly with a fine spray immediately after planting until soil is damp to a depth of four inches.

8. A City approved Moisture Manager product must be applied per manufacturer's specifications at time of initial watering.

3.10 MAINTENANCE AND WATERING

- A. Begin maintenance immediately after planting and maintain trees, shrubs and other plants until Date of Substantial Completion.
- B. Maintain trees, shrubs and other plants by all accepted horticulture practices such as: watering, pruning, cultivating, spraying for insects and disease as well as remulching as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or to plumb position as required. **Remove all tree guys one (1) year after planting.**
- C. Maintain lawns until issuance of Final Acceptance unless otherwise noted. Maintain lawns by watering, weeding, mowing, repair of eroded areas and re-seeding or re-sodding as necessary to establish uniform lawn areas.
- D. The contractor is responsible for watering of all trees and plants through final acceptance and the warranty period as follows:**

13. All trees, shrubs, and groundcovers must be sufficiently watered at time of planting and during warranty period. Sufficient watering is determined by soil conditions, site conditions, weather, and season. Soil moisture must be verified using a soil moisture probe.

14. Watering bags of sufficient volume (per manufacturer's specifications) must be placed on all trees, including multi-stem varieties, prior to acceptance by the Owner. Watering bags must be filled each time watering is required by watering schedule.

15. Trees, shrubs, and groundcovers must be watered as follows:

16. TREES

- 17. • Daily during first 2 weeks.
- 18. • Twice weekly during next 6 months.
- 19. • Weekly until established* (up to 24 months from date of installation).

20. SHRUBS/GROUNDCOVERS

- 21. • Daily during first 2 weeks.
- 22. • Twice weekly during next 6 months.
- 23. • Weekly until established* (up to 12 months from date of installation).

24.

25. *Established = As determined by City but not to exceed 24 months for trees and 12 months for shrubs/groundcovers.

26. Contractor must provide a watering schedule prior to plant/tree installation. In the event that conditions do not require trees, shrubs and groundcovers to be watered, the contractor must submit a written explanation to Owner's Representative stating the reason for bypassing watering. Explanation must be submitted prior to or on the same day the scheduled watering is bypassed.

27. Failure to meet the watering requirements of the contract without prior written approval by the Owner's Representative may result in reduced payment, bond claims, or potential contract termination.

3.11 CLEAN UP AND PROTECTION

- A. Keep pavements, staging, and work areas in an orderly condition.
- B. Upon completion of work, clear grounds of debris, materials, and all equipment.
- C. Protect Landscape Work and materials from damage due to operations by other contractors and trades. Maintain protection during installation and maintenance periods. Repair or replace damaged areas as directed, at no additional cost to the Owner.
- D. Theft: Contractor is responsible for theft of plant material at the Project Site before, during, and after planting until the Issuance of Substantial Completion.

3.12 INSPECTION AND ACCEPTANCE

- A. Periodic site inspections will be made from time to time by the Arborist to review the quality and progress of the work. Unacceptable work must be corrected within five calendar days.
- B. Upon completion of work, the Contractor shall notify the Arborist at least ten (10) days prior to requested date of Substantial Completion for inspection of all portions of the work. Based upon inspection, the Arborist will issue a punch list for work to be corrected. All work in the punch list must be completed within five (5) working days from receipt of punchlist. Where inspected work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected and accepted by the Arborist.
- C. Certificate of Substantial Completion will be issued for acceptable work. Substantial Completion will not be issued for items with outstanding punch list requirements.
- D. Warranty commences on the date of issuance of the Certificate of Substantial Completion. All new plant material and maintenance is the responsibility of the Contractor. Replacements and repair during the warranty shall be at the expense of the Contractor.
- E. Final acceptance: One year after the Date of Substantial Completion the Owner will inspect shrubs and groundcovers and associated work for Final Acceptance of those items. Two years after the Date of Substantial Completion the Owner will inspect trees and associated work for Final Acceptance of those items. Upon satisfactory completion of repairs and/or replacements, warranty obligations will have been met.

28.

END OF SECTION 02900

SECTION 02950**SITE CLEAN UP AND FINISH****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. This section covers the clean up of the site prior to final inspections. The contractor is to provide all labor and equipment required to complete section.

1.02 RELATED DOCUMENTS

- A. Provisions established within the General and Supplementary Conditions of the Contract, Division 1 – General Requirements, and the Construction Drawings are collectively applicable to this section.

1.03 TRAFFIC CONTROL

- A. The Contractor shall be fully responsible for traffic control on the project.
- B. Traffic control shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- C. The Contractor shall submit a traffic control plan to the City of Alpharetta Traffic Department for approval. The traffic control plan shall detail all lane shifts, lane closures, detours, barrel spacing etc. and shall comply with the Manual for Uniform Traffic Control Devices (MUTCD), Latest Addition.
- D. Contractor shall not impact traffic before 9:00 AM and after 4:00 PM.

PART II- EXECUTION**2.01 CLEAN UP**

- A. The Contractor shall dispose of any and all trash and debris off site.
- B. All debris, construction materials, stumps, roots, boulders or any other extraneous material deposited during construction shall be removed from the site.
- C. Contractor shall remove office trailer, all storage buildings, stockpile of materials and equipment from site.

2.02 FINAL INSPECTIONS

- A. Contractor shall remove all tree save fence only with the approval of the City of Alpharetta's arborist or City Representative.
- B. Contractor shall remove all erosion control devices only with the approval of the City of Alpharetta's storm water engineer or City Representative.
- C. Contractor shall have the entire site clean, swept and washed down prior to final inspections.
- D. Provide the City Representative with at least 48 hours notice of final inspections.

END OF SECTION 02950

SECTION 99999**MISCELLANEOUS CONSTRUCTION**

Line Item No. 32 is intended for Miscellaneous Construction which may or may not be required on the project as directed/requested by the Engineer. Use of this item will be only as specifically authorized by the City of Alpharetta.

Every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If the City of Alpharetta is unable to negotiate an agreeable price with the Contractor, Alpharetta reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

For payment purposes, negotiated prices will be converted to a percentage of the Miscellaneous Construction Allocation line item. Payment for this item will be only for amounts authorized by the Engineer. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract.

END OF SECTION 99999

CITY OF ALPHARETTA INVITATION TO BID (ITB)

ITB Number: 23-011

ITB Title: FY23 Sidewalk Repair & Replacement



ITB SPECIFICATIONS; BIDDING INSTRUCTIONS

1. ITB Period of Non-communication

The no communication period starts on the issue date of this ITB Thursday, May 25, 2023, and lasts until the City Council meeting for contract award recommendation (or until contract award if this isn't required to go before council for approval).

Any person or company, their employees, representatives, agents, attorneys, etc. involved in bidding this project must not contact the City's elected officials or any City staff concerning this ITB.

Contacting anyone other than the Procurement Agent named below for this ITB during this time will be reason to remove a proposal from review.

2. Procurement Agent, Single Point of Contact

Beth Rucker is the Procurement Agent and Single Point of Contact for this ITB and is the only contact representing the City for this ITB.

Enter all questions or comments using Opportunity Q&A tab at the Bonfire project web page. Beth can be reached at 678-297-6052 or purchasing@alpharetta.ga.us.

City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009
Attn: Beth Rucker, Procurement Agent

3. ITB Schedule of Events, Addenda, Additional Communications

1. **Bidding Close Date, Deadline for Submissions: Thursday, June 22, 2023, at 10:00am.** We may change this date during the ITB process. We will post any change in an addendum. Review web page for addenda.
2. Link to Bonfire Project Web Page: <https://cityofalpharetta.bonfirehub.com/>
3. This project web page has the important dates and all project documents for this ITB.
4. Enter all questions, comments, requests for information before the Questions Due Date using ☒ **Message – Opportunity Q&A** at the project web page.
5. In each question, clearly tell the ITB document and section that is in question.
6. We will share any changes or added information from the City by a written addendum. We will make the information available to the public on the project web page.
7. It is your responsibility to check the project web page for any addenda, other information, or other messages before finally uploading a bid. You must respond using any updated information.
8. A public bid opening will be held shortly after the ITB due date / time has passed. The public bid opening will be held via Zoom.

March 2023

Zoom Public Bid Opening Details, June 22, 2023; 10:00 AM

Topic: ITB 23-011 Zoom Public Opening: FY23 SIDEWALK REPAIR & REPLACEMENT

Time: JUNE 22, 2023, AT 10:00AM Eastern Time (US and Canada)

Join Zoom Meeting:

<https://us05web.zoom.us/j/7394313662?pwd=K1FzaFVXMjYwWi85YldhZlAwL2Ewdz09>

Meeting ID: 739 431 3662

Passcode: BidOpening

WHAT THE CITY WANTS TO DO

1. Project Background and General Description

The City is requesting bids from qualified contractors to provide all materials, labor, and equipment for the complete construction of the FY23 Sidewalk Repair & Replacement project. The project scope includes, but is not limited to, furnishing all materials, and equipment for the sidewalk repair & replacement, and related work. Includes demolition and disposal of existing concrete sidewalk, the construction of new concrete sidewalk and handicap ramps, and related work for sidewalk repaid and reconstruction. The location of the work is along Windward Parkway and within the Lake Windward community.

2. Specifications

Plans and specifications are posted publicly on Bonfire as separate documents for this ITB. File names are:

- City of Alpharetta Loop Standard
- City of Alpharetta Standard Detail 901
- City of Alpharetta Standard Detail 902
- City of Alpharetta Standard Detail 903
- City of Alpharetta Standard Detail 904
- City of Alpharetta Standard Detail 951
- City of Alpharetta Standard Detail L-8
- Root Bridging Detail with BioBarrier
- Location Map
- BioBarrier Product Overview

3. Project Specific Requirements

- A. The Bidder shall commence the Work with adequate force and equipment within **ten (10)** calendar days from receipt of Notice to Proceed and shall continuously pursue the work without interruption to completion and to achieve **Final Completion** of the Work by one hundred and twenty (120) **calendar days from Notice to Proceed**.
- B. The Bidder shall be responsible for performing with their own organization at least fifty percent (50%) of the work in this contract. The Bidder shall not subcontract, transfer,

assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

- C. The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be included in the prices for the various items scheduled.
- D. Construction is only permitted between the hours of 7:00 AM and 7:00 PM Monday through Friday. Work on Sunday is not permitted.
- E. Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the City for approval prior to commencing any operations at a given location. Traffic can only be impeded between the hours of 9:00 AM and 4:00 PM. Traffic control is entirely the responsibility of the Bidder and must comply with MUTCD standards.
- F. Should the Contractor desire to utilize police officers as part of their traffic control, only City of Alpharetta Police may be so utilized. Contact Lieutenant Greg Jones (678-297-6319) with the City of Alpharetta Department of Public Safety.
- G. The Contractor shall be responsible for all required testing as set forth in the Technical Specifications (Appendix F in the document titled ITB and Contract Information, General Conditions). Testing services must be provided by an independent source. All testing costs shall be incorporated into the unit price for the associated line items.
- H. The Contractor shall reconstruct sidewalk within 48 hours of demolition. If rain is forecasted to occur prior to reconstruction, Contractor shall be responsible for providing adequate erosion and sedimentation control measures. This includes, but is not limited to, temporary stabilization with hay/straw (Ds1), silt fenced (Sd1), and inlet protection (Sd2) as appropriate.
- I. The Contractor shall have all construction debris removed from area within 48 hours of the sidewalk being reconstructed. This includes wash out bags, plastic, trash bags, excess concrete, etc.
- J. The Contractor shall restore the area completely within 2 weeks of the sidewalk being reconstructed. This includes backfilling with soil, installing sod, final cleanup, etc.
- K. All sidewalks, ADA ramps and curb and gutter must be constructed according to the standard plan details that are provided as separate files in Bonfire. All truncated dome pads shall be brick red in color.
- L. Unit prices for ADA ramps shall include the demolition and installation of the adjoining curb and gutter. Removing the curb and leaving the gutter will not be allowed.
- M. Modification to existing concrete islands for an ADA cut through shall be saw cut and demoed six feet wide. A six-inch header curb shall be poured on either side of the cut through, allowing for a five-foot-wide walking path. The concrete within the walking path shall be no less than 4 inches thick. A truncated dome pad shall be installed anywhere the cut through meets a roadway.

- N. The Contractor shall be responsible for obtaining any utility locates. If anything is damaged during construction, the contractor shall notify the City immediately.
- O. Line item 12 on the schedule of items bid form is reflecting loops that could possibly be impacted during the project. If the contractor can avoid damage to the loop wires, repairs will not be required. If a loop is damaged, it is the contractor's responsibility to coordinate the repair.
- P. The City intends to award this contract to a single vendor. Should the bid results exceed the City's budget for this project, the City reserves the right to eliminate sections of sidewalk repair from the final scope of work.

4. Public Works Construction

According to Georgia Public Works Law, public works construction means the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property *other than* road construction or the routine operation, repair, or maintenance of existing structures, buildings, or real property.

- i. No federal, state, and/or local permits are anticipated for this project.
- ii. All anticipated rights of way and/or easements required for this project have been obtained. The work is within City-owned right of way.
- iii. The Schedule of Items form will be used as the primary representation of each Bidder's cost/price. Award of this project will be by base bid plus any selected alternates.

FOLLOW THIS OUTLINE

How We Want You to Construct Your Bid

1. Using Bonfire to Submit Bid

- 1.1. This is the link to Bonfire Project Web Page to get our documents and to upload your bid: <https://cityofalpharetta.bonfirehub.com/>
- 1.2. We are accepting all bids by online response only. You must upload completed bids online before the closing date and time found in Project Details of the project web page for this ITB.
- 1.3. Don't send bids by mail, fax, or email. We will not accept paper copy bids. We will not accept any bids after the closing time deadline has passed.
- 1.4. You have not completed your response simply by uploading bid documents and information. You must successfully upload all the required documents, including filling out any questionnaires, price sheets, or data requests, and then you must click the submit button before the closing time.

- 1.5. You will receive an email confirmation receipt with a unique confirmation number shortly after you complete your bid upload. This confirms that you have successfully turned in your bid with all required information.
- 1.6. You can update your bid at any time until the closing time.
- 1.7. All uploaded items and responses are Sealed in the project web page and will only be visible by the City after the closing time has passed.
- 1.8. If the file is 'mandatory' or 'required', you won't be able to complete your bid until you have met all requirements.
- 1.9. Uploading large documents may take more time, depending on the size of the file(s) and your Internet connection speed.
- 1.10. Pay attention to the type and number of files we have asked you to upload.
- 1.11. The largest upload file size is 1000 MB.
- 1.12. Don't embed any documents within your uploaded files. They won't be accessible or evaluated.
- 1.13. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

2. Required Bid Documents and Formats

- ❖ Each bid must follow these document formats.
 - Failure to follow these formats will reduce our review team's ability to review and evaluate supplied information.
 - Format your documents using this outline:
 - ☐ no more than seven (7) pages per document,
 - ☐ formatted to single space lines,
 - ☐ 10 to 12-point font size,
 - ☐ black font color, and
 - ☐ upload documents in PDF format.

3. Bid Submittal Instructions

IMPORTANT NOTE: By submitting a bid to the City in response to this ITB, Bidder acknowledges the understanding that each Bid and all information received in response to this ITB, including copyrighted material, is deemed "public record" in accordance with O.C.G.A § 50-18-70, et seq., and will be subject to public inspection.

For any information required to submit a response to the ITB that may be confidential information, matters involving individual safety, or other required information that may be exempt from public disclosure, Bidders must include this information on a separate page(s) within the bid package with the page(s) clearly marked at the top of page(s), **CONFIDENTIAL INFORMATION**. City Procurement will review and separate out any

information that meets the referenced exceptions to disclosure as public record. (See ITB 23-002 Info Contract document for more details)

- A. **Cover Letter with Brief Business Profile**, include a brief business profile length of time in business, and a summary describing strong points and why your firm's/team's experience, particularly with similar projects, will benefit the City.
- B. **Business information**, including business name and home office address. If another office address oversees work of this project, add that address information too.
- C. **Contact**, one person to be the single point of contact for this bid. All communication with the City will be with this person. Supply the following contact information in the bid:
 - Name, including business title and preferred personal/honorific title (Mr. Ms. Dr. etc.)
 - mailing address,
 - telephone number, cell phone number, and
 - e-mail address.
- D. **References**. Supply at least three references for work or services similar in scope, specifications, and complexity to the project in this ITB (don't include the City of Alpharetta). These references must be for work or services provided by your company within the last five years. Also supply a list of three active projects or upcoming projects, awarded and yet to begin.

NOTE: We contact references to verify your ability to do the work. We also reserve the right to use any information or other references to decide your ability to perform the work in this ITB. Poor references from any source are grounds to disqualify a bid.

- E. **Technical Bid Information**.
 - **Examples of Previous Projects**. If it fits the purpose of this ITB, you can use this section to highlight previous work, services, installations, etc. Keep this section to projects that are like our request in this ITB. Include no more than six (6) examples.
 - **Timeline**. If it fits the purpose of this ITB, include a timeline to complete the work or service requested in this ITB. Note any major milestones. Along with the timeline, include a written description of the plan of approach for each project phase, and a plan to deal with any setbacks.
 - **Wrap-up**. Use this section to add any other information about how you can supply the work or services requested in this ITB.

4. Bid Bond

We require bid bond equal to 5% of Grand Total bid price as listed in the ITB 23-011 Schedule of Items. A bid bond form has been supplied as a separate document for you to download and have completed by your surety. Return the completed bid bond

to us as a separate document. All information must be readable including all seals (ex: Notary Seal).

5. Schedule of Items, Bid Pricing

We will supply a schedule of items bid form for you to complete. It will be an Excel document for you to complete and upload with your bid. All line items on the schedule of items denoted as “complete” shall include, but are not limited to, demolition, haul off, disposal, grading, reconstruction, traffic control, erosion control, testing, mobilization, bonds, and insurance.

6. Required Forms:

- We have provided required forms. You must complete these forms and return to us with every bid.
 - A. **IRS Form W-9**
 - B. **Bidder’s Disclosures and Certifications**
 - C. **E-Verify** (Affidavit Verifying Contractor Participation in Federal Work Authorization Program)

- ❖ ***E-Verify side note:*** Companies return this form to us incorrectly more often than anything else we request in our ITBs.
- ❖ Top mistakes include wrong number or missing information.
- ❖ State of Georgia law requires that we have this completed form before we can review a bid or bid.
- ❖ A form with errors doesn’t fulfill this requirement.

All the following must be on the E-verify affidavit.

- Federal Work Authorization User Identification Number – this is only five to eight numbers.
 - ⊗ No A, B, Cs.
 - ⊗ It’s different from your Tax ID, Employer Identification, or Social Security Number.
 - ⊗ It won’t have a combination of letters and numbers.
- Date of Authorization – this is when you first signed up and got the E-verify number.
- Name of Contractor – your company
- Name of Project – Same as ITB title
- Date, City, and State – when and where this form was signed
- Signature of Authorized Officer or Agent – to be signed

- Printed Name and Title of Authorized Officer or Agent – the person that signed the form.
- Notarized with seal

7. Questionnaire

We use a questionnaire to gather important information needed for legal requirements, your acknowledgements, our proposal review, or information needed for writing a contract.

Some questions may require your answers about the work we have described in this RFP.

You will fill out the questionnaire provided. There is no other form or document to upload.

Information requests and response types are as follows:

- Addenda Acknowledgement, enter the number of addenda received: 0, 1, 2, etc.
- Authorized signer for contract execution in DocuSign: Name, business title, email address, text entry.
- Contact for legal notices-needed for contracting: Business name and mailing address, contact name, text entry.
- Corporate secretary for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry.
- Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.
- Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry.
- Acknowledgement of Contract and T&C review, Yes, No entry.
- Insurance Requirement Acknowledgement, Yes, No entry.
- Performance and Payment Bonds, Retainage Acknowledgment, Yes, No entry.
- Note any Exceptions to Contract T&Cs, text entry.

**All repairs are along Windward Parkway
between Highway 9 and Meridian Crossing**

City of Alpharetta
ITB 23-011, FY23 Sidewalk Repair & Replacement
Bid Form

Enter Bidder/Company name here

Instructions for Bid Form Completion:

1. This form MUST be used to submit cost proposal
2. Do not include a copy of this Bid Form in your technical bid information.
3. Complete all fields. See end of form as well for bid authorization and contact info.
4. Verify all amounts entered. This form will be used for bid price award.
5. During bid opening, only bid grand total will be called.
6. Enter Unit Price only. Form will calculate the Bid Price by multiplying Quantity by Unit Price entered.

Windward Parkway

Item #	Item Description	Quantity	Unit	Unit Price	Bid Price
1	5' (Standard) Sidewalk, Complete	2,000	LF	\$0.00	\$0.00
2	6' (Standard) Sidewalk Complete	150	LF	\$0.00	\$0.00
3	7' (Standard) Sidewalk, Complete	150	LF	\$0.00	\$0.00
4	HC Ramp Reconstruction, Complete - Detail "A"	11	EA	\$0.00	\$0.00
5	HC Ramp Reconstruction, Complete - Detail "B"	31	EA	\$0.00	\$0.00
6	HC Ramp Reconstruction, Complete - Detail "C"	1	EA	\$0.00	\$0.00
7	HC Ramp Reconstruction, Complete - Detail "D"	5	EA	\$0.00	\$0.00
8	HC Ramp Reconstruction, Complete - Detail "D Skewed"	44	EA	\$0.00	\$0.00
9	Modify existing concrete island for 5' wide ADA cut through (see item M in Specifications document)	200	SF	\$0.00	\$0.00
10	Bermuda Sod, Complete	8,000	SF	\$0.00	\$0.00
11	Biobarrier under sidewalk complete	100	LF	\$0.00	\$0.00
12	Install 6X40 inductive traffic loop detection (Per Alpharetta Std. TSP 26 &TSP 27).	9	EA	\$0.00	\$0.00

Windward Parkway Total = \$0.00

Miscellaneous Construction

Item #	Item Description	Quantity	Unit	Unit Price	Bid Price
13	Miscellaneous Construction Allocation	1	LS	\$0.00	\$30,000.00
14	Demo and replace curb and gutter (per Alpharetta STD. 901)	30	LF	\$0.00	\$0.00
15	Adjust water valve to grade within concrete	2	EA	\$0.00	\$0.00
16	Adjust manhole to grade within concrete	1	EA	\$0.00	\$0.00
17	Adjust traffic box to grade within concrete	2	EA	\$0.00	\$0.00

18	Long Needle Pine Straw Mulch (installed)	1,000	SF	\$0.00	\$0.00
19	Fescue Seed and Straw (Installed)	1,000	SF	\$0.00	\$0.00
Miscellaneous Construction Total=					\$30,000.00

Grand Total= \$30,000.00

All line items denoted as "complete" shall include, but are not necessarily limited to, demolition, haul off, disposal, grading, reconstruction, traffic control, erosion control, testing, mobilization, bonds, and insurance.

Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: _____

Company Address: _____

Name and Title of Authorized Signer(s): _____

Print/Type Name(s)
and Title(s): _____

Contact Info -
Phone Number: _____

Contact Info -
E-mail Address: _____

**CONTRACT AGREEMENT
FY23 SIDEWALK REPAIR & REPLACEMENT
(INVITATION TO BID NO. 23-011)**

THIS AGREEMENT made by, and between, **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter, the "CITY"), and **SOL CONSTRUCTION, LLC**, a Georgia limited liability corporation with its principal office located at 4120 Presidential Parkway, Suite 115, Atlanta, GA 30340 (the "Contractor").

WITNESSETH: that for and in consideration of the payments to be made by the CITY, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the CONTRACTOR hereby agrees to commence and complete the construction project described as follows:

FY23 Sidewalk Repair & Replacement including, but is not limited to, furnishing all materials, and equipment for the sidewalk repair & replacement, and related work. Includes demolition and disposal of existing concrete sidewalk, the construction of new concrete sidewalk and handicap ramps, and related work for sidewalk repaid and reconstruction. The location of the work is along Windward Parkway and within the Lake Windward community.

For CONTRACTOR'S performance and completion of the Project (as defined in the General Conditions), CITY shall pay CONTRACTOR a fee in accordance with the unit costs on Exhibit A attached for a total sum not to exceed **FOUR HUNDRED NINETY-SIX THOUSAND, SEVEN HUNDRED SEVENTY DOLLARS and 00/100 DOLLARS (\$496,770.00)**. At CONTRACTOR's own cost and expense, CONTRACTOR shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations in accordance with the terms and conditions set forth in ITB No. 23-011, CONTRACTOR'S Bid, the General Conditions, including the Standard Specifications as modified by the Supplemental Specifications, the Special Provisions, including any technical specifications for the Project, the Plans and Specifications, including all explanatory matter thereof, and the other Contract Documents as enumerated in Section 101.16 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract (the "Work").

The CITY agrees to pay CONTRACTOR in current funds for the performance of the Work subject to additions and deductions as provided in the General Conditions, and to make payments on account thereof as provided in Section 109 of the General Conditions.

In the event of any delay which is not the fault or responsibility of CONTRACTOR or any supplier to CONTRACTOR, CONTRACTOR is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract). CONTRACTOR shall not be entitled to any additional money for any delay which it encounters. CONTRACTOR's sole remedy shall be to obtain an extension of time within which this Contract is to be performed. Under no circumstances shall CONTRACTOR be entitled to assert any claim of entitlement against the CITY for actual or consequential damages resulting from delays.

Upon CONTRACTOR's breach of any material provision of this Contract which breach remains uncured after seven (7) days written notice of default, the CITY may terminate this Contract without liability for further payment of amounts due or to become due under this Contract. Termination shall be in addition to, and not in lieu of, any other remedies available to the CITY under this Contract or applicable law, including making of claims under CONTRACTOR's bonds. Upon the CITY's breach of any material provision of this Contract, which breach remains uncured after seven (7) days written notice of default, CONTRACTOR shall be entitled to terminate this Contract or pursue such other remedies, not inconsistent

with this Contract, as it may have in law or equity. This Contract may also be terminated or suspended by the CITY for CITY's convenience upon not less than seven (7) days written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be compensated for services performed through the date of termination, together with any reimbursable expenses then due. Any termination of this Contract by the CITY for an alleged default which is ultimately held unjustified shall automatically be deemed to be a termination for convenience.

This Contract was awarded and is contingent upon CONTRACTOR's compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and CONTRACTOR's certification to the CITY that it has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. Further, as part of any approved subcontracting agreement, CONTRACTOR has certified that any subcontractor entering into this Contract for the physical performance of services within this State is in compliance with O.C.G.A. § 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify employment eligibility of all newly hired employees. This Contract may be suspended or terminated if it is determined that CONTRACTOR has made a false certification or has violated such certification by failure to carry out this requirement.

CONTRACTOR shall maintain the types and amounts of insurance set forth in the ITB and the General Conditions, and as otherwise reasonably required by the CITY from time to time. CONTRACTOR shall provide proof of such insurance to the CITY contemporaneously with the execution of this Contract, and as and when requested by the CITY during the term hereof. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CITY that the insurance requirements have been satisfied. CONTRACTOR shall indemnify and hold the CITY harmless from all claims, demands, losses, attorneys' fees and liabilities of any type or nature arising out of or related to CONTRACTOR's, or CONTRACTOR's agents', employees' or subcontractors', performance or non-performance of this Contract, including, but not limited to, claims for injury to person or property; provided, however, that this indemnification obligation shall not apply to claims arising from the sole negligence of the CITY or its employees. Nothing in this paragraph or this Contract shall be deemed to constitute a waiver of the CITY's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

The provisions of this Contract and the Contract Documents constitute the entire Contract between the parties, and all prior discussions and agreements are merged herein. This Contract is expressly intended to supersede all provisions of the Georgia Prompt Pay Act.

Any dispute arising in connection with the interpretation of this Contract, or the performance of any party under this Contract or any claim or dispute under this Contract or otherwise related to this Contract shall, at the sole option of the CITY, be referred to binding arbitration in Atlanta, Georgia in accordance with the Construction Arbitration Rules of the American Arbitration Association. CONTRACTOR'S surety shall be obligated to be a party to any such arbitration and be conclusively bound by the decision of the arbitrator.

The CONTRACTOR shall promptly commence the Work with adequate force and equipment **within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision, continuously pursue the Work without interruption to achieve final completion of the work **one hundred twenty (120) calendar days from Notice to Proceed**.

[signatures begin next page]

IN WITNESS WHEREOF, the Parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

Executed _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to Content:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

Ed Howden, City Attorney

SOL CONSTRUCTION, LLC

By: _____
Juliana Gomez, President

Attest:

By: _____
Jose Villegas, VP/Secretary

Date: _____

EXHIBIT "A"

City of Alpharetta					
ITB 23-011, FY23 Sidewalk Repair & Replacement					
Bid Form					
Enter Bidder/Company name here					
Instructions for Bid Form Completion:					
1. This form MUST be used to submit cost proposal					
2. Do not include a copy of this Bid Form in your technical bid information.					
3. Complete all fields. See end of form as well for bid authorization and contact info.					
4. Verify all amounts entered. This form will be used for bid price award.					
5. During bid opening, only bid grand total will be called.					
6. Enter Unit Price only. Form will calculate the Bid Price by multiplying Quantity by Unit Price entered.					
Windward Parkway					
Item #	Item Description	Quantity	Unit	Unit Price	Bid Price
1	5' (Standard) Sidewalk, Complete	2,000	LF	\$53.00	\$106,000.00
2	6' (Standard) Sidewalk Complete	150	LF	\$79.00	\$11,850.00
3	7' (Standard) Sidewalk, Complete	150	LF	\$106.00	\$15,900.00
4	HC Ramp Reconstruction, Complete - Detail "A"	11	EA	\$2,550.00	\$28,050.00
5	HC Ramp Reconstruction, Complete - Detail "B"	31	EA	\$2,780.00	\$86,180.00
6	HC Ramp Reconstruction, Complete - Detail "C"	1	EA	\$2,700.00	\$2,700.00
7	HC Ramp Reconstruction, Complete - Detail "D"	5	EA	\$2,530.00	\$12,650.00
8	HC Ramp Reconstruction, Complete - Detail "D Skewed"	44	EA	\$2,720.00	\$119,680.00
9	Modify existing concrete island for 5' wide ADA cut through (see item M in Specifications document)	200	SF	\$80.00	\$16,000.00
10	Bermuda Sod, Complete	8,000	SF	\$2.00	\$16,000.00
11	Biobarrier under sidewalk complete	100	LF	\$30.70	\$3,070.00
12	Install 6X40 inductive traffic loop detection (Per Alpharetta Std. TSP 26 & TSP 27).	9	EA	\$3,670.00	\$33,030.00
Windward Parkway Total =					\$451,110.00
Miscellaneous Construction					
Item #	Item Description	Quantity	Unit	Unit Price	Bid Price
13	Miscellaneous Construction Allocation	1	LS	\$0.00	\$30,000.00
14	Demo and replace curb and gutter (per Alpharetta STD. 901)	30	LF	\$50.00	\$1,500.00
15	Adjust water valve to grade within concrete	2	EA	\$1,415.00	\$2,830.00
16	Adjust manhole to grade within concrete	1	EA	\$2,440.00	\$2,440.00
17	Adjust traffic box to grade within concrete	2	EA	\$2,695.00	\$5,390.00
18	Long Needle Pine Straw Mulch (installed)	1,000	SF	\$1.60	\$1,600.00
19	Fescue Seed and Straw (Installed)	1,000	SF	\$1.90	\$1,900.00
Miscellaneous Construction Total=					\$45,660.00
Grand Total=					\$496,770.00
All line items denoted as "complete" shall include, but are not necessarily limited to, demolition, haul off, disposal, grading, reconstruction, traffic control, erosion control, testing, mobilization, bonds, and insurance.					
Bid Price Certification					
In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.					
Company Name:		Sol Construction LLC			
Company Address:		4120 Presidential Pkwy, Suite 115 Atlanta GA 30340			
Name and Title of Authorized Signer(s):		Juliana Gomez- President			
Print/Type Name(s) and Title(s):		Juliana Gomez- President			
Contact Info - Phone Number:		770-455-1822			
Contact Info - E-mail Address:		jgomez@solconstructionllc.com			

City of Alpharetta
ITB 23-011, FY23 Sidewalk Repair & Replacement
Bid Form

Enter Bidder/Company name here

Instructions for Bid Form Completion:

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Windward Parkway

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6	HC Ramp Reconstruction, Complete - Detail "C"	1	EA	\$2,700.00	\$2,700.00
7	HC Ramp Reconstruction, Complete - Detail "D"	5	EA	\$2,530.00	\$12,650.00
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Windward Parkway Total = \$451,110.00

Miscellaneous Construction

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Miscellaneous Construction Total=					\$45,660.00

Grand Total= \$496,770.00

All line items denoted as "complete" shall include, but are not necessarily limited to, demolition, haul off, disposal, grading, reconstruction, traffic control, erosion control, testing, mobilization, bonds, and insurance.

Bid Price Certification

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council within sixty (60) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

Company Name: Sol Construction LLC

Company Address: 4120 Presidential Pkwy, Suite 115 Atlanta GA 30340

Name and Title of Authorized Signer(s): Juliana Gomez- President

Print/Type Name(s)
and Title(s): Juliana Gomez- President

Contact Info -
Phone Number: 770-455-1822

Contact Info -
E-mail Address: jgomez@solconstructionllc.com

CITY OF ALPHARETTA BID BOND FORM



This procurement is issued under the authority of the City of Alpharetta Procurement Policy and applicable law. The City has the authority to reject all bids or any bid that is non-responsive or not responsible, and to waive technicalities and informalities to award a contract that is in the best interest of the City.

In compliance with O.C.G.A. § 36-91-50

Bond Requirements

Bid Bond

A bid bond in the amount of 5% of bid total required. The bid surety may be in the form of a bid bond or cashier's check. If a cashier's check will be presented as bid surety, a copy of the check shall be posted online with the bidder's response and the actual cashier's check must be delivered to the Procurement Agent noted in the Specifications document at the noted address no later than the ITB close date and time.

By signing and submitting this bid to the City, **BIDDER** agrees that in case of failure on their part to execute said contract and performance and payment bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or bid bond accompanying this proposal shall be returned to the **BIDDER**.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Performance Bond in the amount of one hundred percent (100%) of the price of the Contract and a Payment (Labor and Material) Bond, in the amount of one hundred percent (100%) of the price of the Contract.

"Performance bond" means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the City for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the City.

"Payment bond" means a bond with good and sufficient sureties or guarantees payable to the City and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project. The life of these bonds shall extend through the Final Completion date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Completion.

Required to be submitted with Bid

Bidders are required to have completed and to return the following Bid Bond form for 5% of bid total with each Bid. Bid bond must be submitted with bid prior to bid due date/time.



BID BOND

(Five Percent (5%) of Bid)

Bid Bond # n/a

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Sol Construction, LLC, as CONTRACTOR, and

The Cincinnati Insurance Company, as SURETY, a corporation duly organized under the laws of the State of Ohio, are hereby held and firmly bound unto

CITY OF ALPHARETTA, GEORGIA
2 PARK PLAZA

ALPHARETTA, GA 30009 as CITY and hereafter called OBLIGEE, in the penal sum of

_____ Dollars (\$ _____), or Five Percent
(5%) of the bid amount, whichever is less, for the payment of which sum well and truly to be
made, the said **CONTRACTOR** and the said **SURETY**, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

Signed this 22nd day of June, 2023

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **OBLIGEE** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

FY23 SIDEWALK REPAIR & REPLACEMENT consisting of furnishing all materials, and equipment for the sidewalk repair and replacement including, but not limited to the demolition and disposal of existing concrete sidewalk, the construction of new concrete sidewalk and handicap ramps, and related work for sidewalk repair and reconstruction. The location of the work is within the City of Alpharetta, specifically on Windward Parkway and within the Lake Windward community.

NOW, THEREFORE, if the **OBLIGEE** shall accept the bid of the **CONTRACTOR** and the **CONTRACTOR** shall enter into a Contract with the **OBLIGEE** in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the **CONTRACTOR** to enter such Contract and give such bond or bonds, if the **CONTRACTOR** shall pay to the **OBLIGEE** the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the **OBLIGEE** may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **OBLIGEE** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Sol Construction, LLC**CONTRACTOR**

(SEAL)

By: Juliana Gomez

Juliana Gomez, President

The Cincinnati Insurance Company**SURETY**

(SEAL)

By: Douglas L. RiederDouglas L. Rieder, Attorney-in-Fact
Georgia Representative**Surety Contact Information:**Address: 2500 Cumberland Pkwy., Suite 400, Atlanta, GA 30339Phone: (678)424-6500Fax: (678)424-6527Email: drieder@sspins.com

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Douglas L. Rieder, Brian M. Perry, Debra Johnson, John W. Miller, II, F. Anderson Philips, Margaret S. Meyers, James C. Congelio, James N. Congelio, W. Wesley Hamilton, Matthew L. Miller and/or Michael J. Brown

of Atlanta, Georgia

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 22nd day of June, 2023.



Ed H



BIDDER'S DISCLOSURES AND CERTIFICATIONS

PROCUREMENT NUMBER & TITLE: 23-011 FY23 Sidewalk Repair & Replacement

DISCLOSURE FORM AND CERTIFICATION OF NON-COLLUSION			
Bidder must disclose any possible conflict of interest and/or any relationship that exists between any principal or employee of your corporation/firm/team/organization and with any City elected official and/or employee. Relationship may be financial, personal, or family or may be in the form of campaign contributions to elected officials. State whether Relationship DOES or DOES NOT exist. Failure to disclose or to submit this completed form may result in response being declared non-responsive and will not be considered further.			
Check applicable box. Use additional forms if needed:	No known relationship exists ☒	Yes, Relationship does exist ☐	If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.
City Elected Official and/or Employee Name and position		NA	
Contribution Amount/Value (if any)	NA	Contribution Date and Description	NA
List other Relationship if not contribution		NA	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals: - are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency; - have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; - are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification; - have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards;
- Employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the CITY or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department, and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a City elected official or employee to transact business with the City by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative.

Sol Construction LLC

Company Name

Juliana Gomez
Signature of Authorized Officer or Agent

6/12/2023
Date

Juliana Gomez, President

Printed Name & Title of Authorized Officer or Agent

4120 Presidential Pky Ste 115 Atlanta GA 30340

Company Address

Subscribed and sworn before me on this the

12 day of June, 2023

Katherine Butterfield
Notary Public

6/27/2026
My Commission Expires
(Notary Stamp)

**Katherine Butterfield
NOTARY PUBLIC
Cobb County, GEORGIA**



AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM (E-Verify)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the City of Alpharetta in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) The Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the City of Alpharetta within five business days of receipt.

178057

Federal Work Authorization User Identification Number

Sol Construction LLC

Name of Contractor

01/09/2009

Date of Authorization

FY23 SIDEWALK REPAIR & REPLACEMENT

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed date 6/12/2023 in Atlanta (city), GA (state).

Juliana Gomez

Signature of Authorized Officer or Agent

Juliana Gomez, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 12 DAY OF June, 2023.

Katherine Butterfield

NOTARY PUBLIC

My Commission Expires: 6/27/2026

(Notary Stamp)

Katherine Butterfield
NOTARY PUBLIC
Cobb County, GEORGIA

Page 1 of 1



SOL CONSTRUCTION LLC

Unique Entity ID FL2QFBLXL68	CAGE / NCAGE 778A0	Purpose of Registration All Awards
Registration Status Inactive Registration	Expiration Date Mar 3, 2022	
Physical Address 4120 Presidential PKWY STE 115 Atlanta, Georgia 30340-3775 United States	Mailing Address 4120 Presidential PKWY STE 115 Atlanta, Georgia 30340 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Georgia 06	State / Country of Incorporation Georgia / United States	URL www.solconstructionllc.com

Registration Dates

Activation Date Mar 5, 2021	Submission Date Mar 3, 2021	Initial Registration Date Sep 12, 2014
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jun 1, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business
 Self Certified Small Disadvantaged Business
 Economically Disadvantaged Women Owned
 Small Business
 Woman Owned Small Business
 Woman Owned Business
 DOT Certified DBE
 Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	778A0

Points of Contact**Electronic Business**

 Juliana Gomez, President	4120 Presidential PKWY STE 115 Atlanta, Georgia 30340 United States
---	--

Government Business

 Juliana Gomez, President	4120 Presidential PKWY STE 115 Atlanta, Georgia 30340 United States
---	--

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237110	Water And Sewer Line And Related Structures Construction
	238110	Poured Concrete Foundation And Structure Contractors
	541690	Other Scientific And Technical Consulting Services

Disaster Response

This entity does not appear in the disaster response registry.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sol Construction LLC		
2 Business name/disregarded entity name, if different from above NA		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 4120 Presidential Pky Ste 115	Requester's name and address (optional)	
6 City, state, and ZIP code Atlanta GA 30340		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	2	4	7	3	8	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 6-12-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

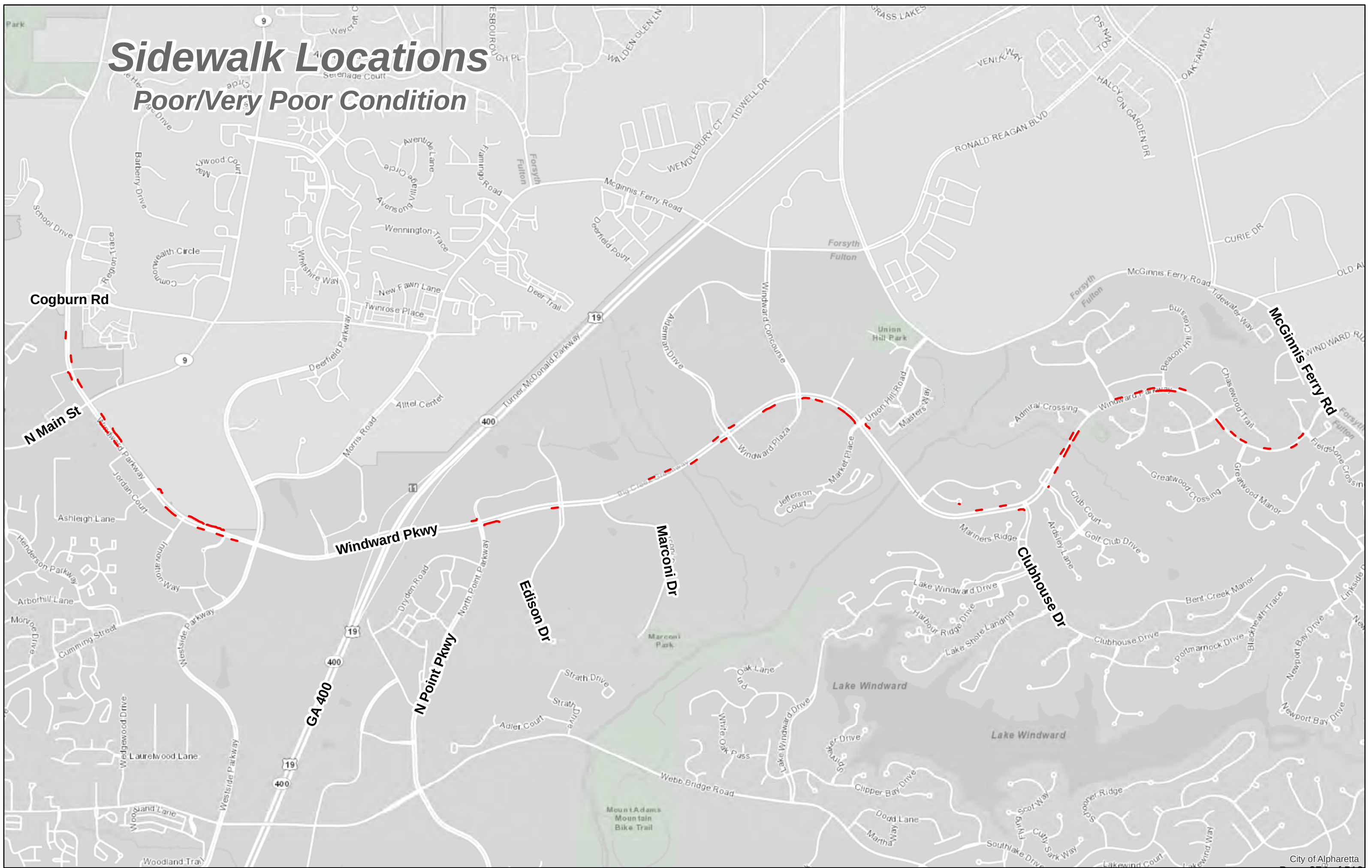
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

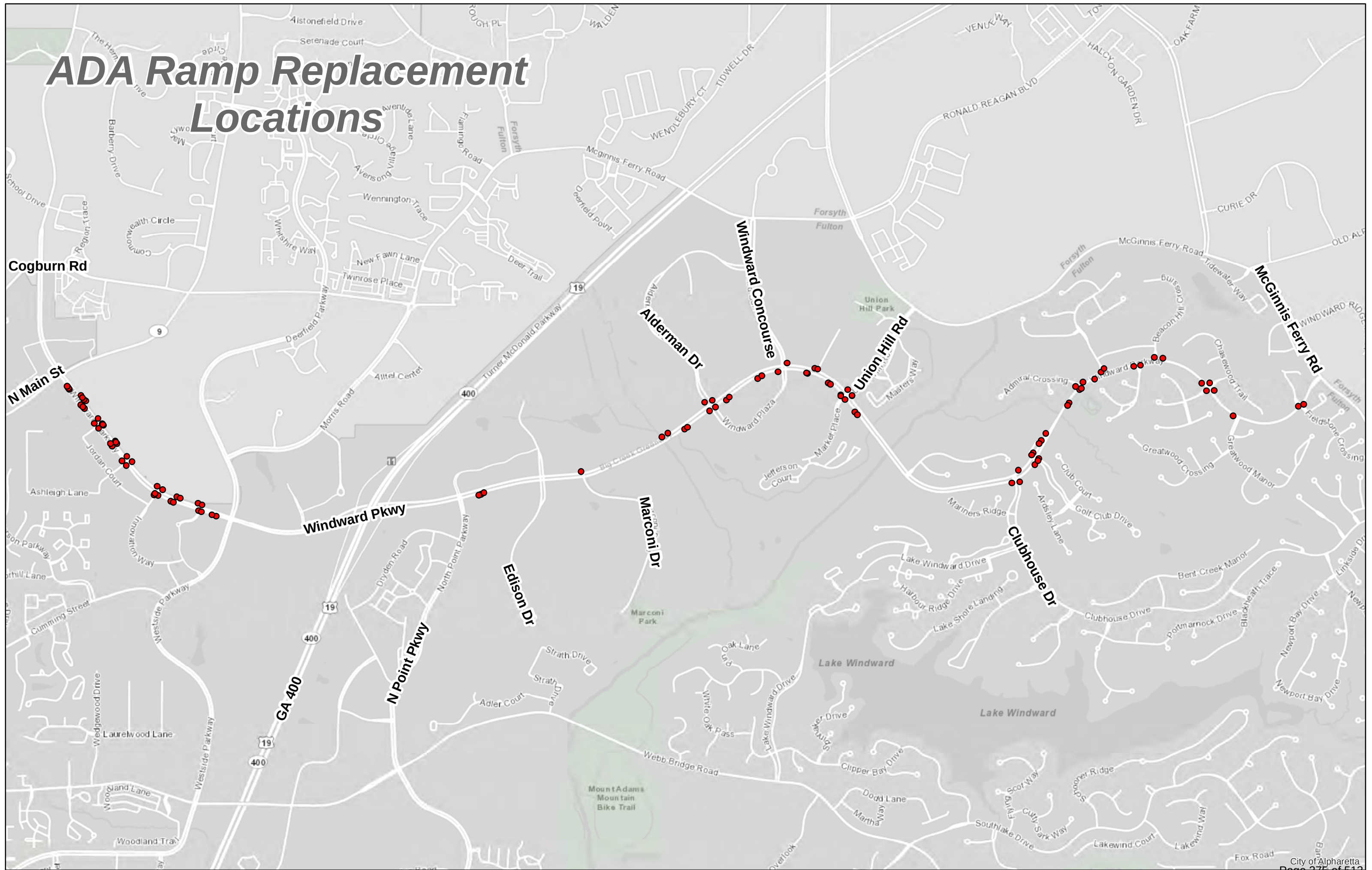
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Sidewalk Locations

Poor/Very Poor Condition



ADA Ramp Replacement Locations





STAFF REPORT

Department: Information Technology

Submitted By: Adam Montgomery

Meeting Date: August 21, 2023

AGENDA ITEM:

Purchase Approval: Microsoft Enterprise Agreement for Software Services with Dell Marketing LP

Consideration of approval of the procurement of the Microsoft Enterprise Agreement from Dell Marketing LP for one year, plus two renewal periods that are renewed annually for the amount of \$301,450.18 using state contract number 9999-SPD-SPD0000060-0006, and authorize the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the agreement and purchase order for Microsoft Enterprise Agreement to Dell Marketing LP using state contract number 99999-SPD-SPD0000060-0006 for an amount not to exceed \$301,450.18, and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$301,450.18

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
IT Prof Services/523900	\$301,450.18

ITEM DESCRIPTION:

This agreement allows the City to deploy Windows Desktop and Server operating systems, Office 365 applications and systems, SQL Server licenses for database management, mobile device management, and other Microsoft applications and services. This agreement is essential to the operations of the City as it supports all major systems and departmental functions. This is the first year of an agreement that is renewed annually at a fixed cost for two more years.

This Microsoft Enterprise Agreement is funded in the fiscal year 2024 budget. A single quote using Georgia statewide contract 99999-SPD-SPD0000060-0006 is provided.

ALTERNATIVES:

Dell Marketing LP was awarded a statewide contract through the Georgia Department of Administrative Services for providing State of Georgia master agreements with Microsoft.

ATTACHMENTS:

1. State Contract 99999-SPD-SPD0000060-0006
2. Enterprise Enrollment Product Selection Form 1352830.003 07122023
3. Enrollment Form and Invoice
4. Statewide Standard Contract Form

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-SPD0000060	NIGP Code	See page 5
Name of Contract	Statewide Contracts for Software and Ancillary Services		
Effective Date	August 2012	Expiration Date	April 30, 2022
Contract Table of Contents			
Suppliers Awarded	6	Contract Information:	Categories 1, 2, 3, 4 Convenience
Contract Information for Supplier			Page Number
Dell Marketing, LP (Categories 1, 2 and 3)			2, 3
Additional Contract Information			
General Contract Information			2
Category Description			4
DOAS Contact Information			5

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-SPD-SPD0000060-0006
Contract Name	Statewide Contracts for Software and Ancillary Services
PeopleSoft Supplier Number	0000015689
Supplier Name & Address	
Dell Marketing, LP (Categories 1, 2 and 3) One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager Dell Legal 512-723-0818 Katherine_Dunay@Dell.com	
Contact Details	
Ordering Information	To place an order: - Obtain a new quote from: Mike Stynda Solutions Account Executive AL/GA/MS Dell, Inc. 727-365-6618 Mike.Stynda@dell.com (DOAS recommends obtaining quotes from more than one supplier.) - Verify %age discount matches contract - Submit order to vendor per instructions provided on vendor quote according to your preferred payment method (PO, Pcard or other).

Remitting Information	Dell Marketing, L.P. c/o Dell USA L.P. P.O. Box 534118 Atlanta, GA 30353-4118
Delivery Days	Purchase Order must be placed prior to download or installation of each copy of software and prior to each subsequent renewal term.
Discounts	See minimum discounts on cost sheet.
Payment Terms	Net 30 Days
Bid Offer Includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this Contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

DOAS competed and awarded the Statewide Contracts for Software by Category. The Categories of Software that each supplier's contract award includes are identified on the Information Sheet for the Supplier.

Suppliers submitted proposals to provide software from specific publishers at certain discounts from publisher's standard price (equivalent to an MSRP) as shown on the cost sheet for the relevant supplier and category.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contracts for Software.

Agencies should ask for "Academic pricing" if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic



organizations receive significantly lower prices or significantly deeper discounts from many software publishers.

Agencies must place purchase orders prior to downloading or using software. Unless the agency acquires a perpetual license and does not incur charges for maintenance, the agency must also place a purchase order each year prior to incurring software renewal fees or maintenance or other charges.

For Category 3, Microsoft Reseller Services, the State has three (3) authorized resellers: CDWG, Dell and SHI. Each reseller may deliver software under any of the State of Georgia master agreements with Microsoft. These include the Enterprise Agreement, the Select Plus Agreement for State and Local Government, the Select Plus Academic Agreement, and an EES Agreement. Each supplier that holds a contract that includes Category 3 has certified Microsoft licensing specialists who are trained to provide assistance on the various Microsoft licensing programs.

The Statewide Contracts for Software include training, assessment and installation services. The contracts do not include implementation services or project work. Please see the Exhibit A to each supplier's contract for details of the services permitted to be provided through that contract.

CATEGORY DESCRIPTION

Category 1: End User Software. Generally, these are desktop software products.

Category 2: Enterprise Software. These are server-based systems.

Category 3: Microsoft Reseller Services. See above for more detail about State's Agreements for Microsoft software.

Category 4: Oracle Software and Databases (including PeopleSoft). Category

4 contracts are Convenience contracts.

NIGP CODES FOR SOFTWARE:

20429, 20447, 20529, 20547, 20655, 20800, 20811, 20812, 20815, 20818, 20819, 20820, 20830, 20832, 20836, 20841, 20842, 20844, 20845, 20846, 20851, 20853, 20854, 20856, 20857, 20858, 20859, 20860, 20861, 20864, 20865, 20867, 20870, 20872, 20877, 20880, 20881, 20882, 20883, 20885, 20886, 20888, 20900, 20912, 20913, 20914, 20922, 20924, 20937, 20942, 20943, 20945, 20946, 20947, 20949, 20952, 20954, 20958, 20959, 20960, 20962, 20966, 20970, 20973, 20978, 20982, 20984, 20986, 20987, 91829, 92000, 92004, 92007, 92014, 92015, 92016, 92027, 92032, 92044, 92045, 92046, 92049, 92056, 92063, 92091, 92094, 92095, 92096, 96728, 98574

Extension 2: July 1, 2018 - May 30, 2019

Extension 3: June 1, 2019 – April 30, 2020

Extension 4: June 1, 2020 – April 30, 2021

EXTENSION 5: MAY 1, 2021 - APRIL 30, 2022

DOAS CONTACT INFORMATION:

Name: Donnie Treadway

Contract Management Specialist

Phone: 404-463-0824

email: donnie.treadway@doas.ga.gov

Procurement Help Desk

Telephone: 404 -657-6000

Email: procurementhelp@doas.ga.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: SanFrancisco.Certs@marsh.com / FAX 212-948-0398	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co Pittsburgh PA INSURER B: (See Attached) INSURER C: N/A INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 19445 N/A
---	--	---

COVERAGES **CERTIFICATE NUMBER:** SEA-003609611-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GL5425904	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4993096 (AOS) CA4993097 (MA)	03/01/2019 03/01/2019	03/01/2020 03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	SEE FOLLOWING PAGE Workers Compensation excluded in ND, OH & WA	03/01/2019	03/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Georgia
Department of Administrative Services
State Purchasing Division
200 Piedmont Avenue, S.E., Suite 1308 West Tower
Atlanta, GA 30334-9010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Stephanie Guaiumi

Stephanie Guaiumi

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Dell Technologies Inc. and all Subsidiaries One Dell Way - RR1-50 Round Rock, TX 78682
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

DELL INC. - WORKERS COMPENSATION/EMPLOYERS LIABILITY; EFFECTIVE 3/1/2019 - EXPIRATION 3/1/2020

Insurer: New Hampshire Insurance Co. NAIC# 23841

WC012717139 - All Other States

WC012717141 - FL

WC012717142 - MA, WI, WY and Stop Gap EL: ND, OH, WA

WC012717138 - AK, AZ, IL, KY NC, NH, NJ, PA, UT, VA, VT

Insurer: American Home Assurance Company NAIC# 19380

WC012717140 - CA

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION
(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("SaaS"), the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).

Amendment to Contract Documents

Agreement Number

8718335

000-madokane-S-193

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement State and Local (Custom – CTM)

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

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This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under **an Enrollment, the terms of which are only applicable to the Enrolled Affiliate.**

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional

terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Additional Product" means any Product identified as such in the Product Terms, excluding any Server and Tools Product, and chosen by Enrolled Affiliate under this Enrollment.

"Affiliate" means

- a) with regard to Customer,
 - i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b) with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include any Service Provider License Agreements or Independent Software Vendor Royalty License and Distribution Agreements under which the Enterprise has the right to provide software services or unified solutions to unaffiliated end users.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer" means the legal entity that has entered into this Agreement with Microsoft *also referred to as The State*.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place *its initial order*.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment *including perpetual Licenses*.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by

an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (e.g., email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Microsoft Azure Services" means one or more of the Microsoft Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Microsoft Azure Marketplace (*which is governed by separate terms at <https://azure.microsoft.com/en-us/support/legal/marketplace-terms/>*).

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number; or any security code or password that would permit access to the individual's financial account; (d) the individual's DNA profile or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image or any other unique physical representation and any other information protected by state or federal law.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft or Enrolled Affiliate's Reseller that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for annual orders in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Service Level Agreement" or "SLA" specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Subscription License" means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated, unless the buy-out option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on a purchase order.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise Program Works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments **and providing a purchase instrument.**
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment. ***Notwithstanding anything in the contract documents (including any website or documents incorporated by reference) to the contrary, Customer shall not be responsible for any payment pursuant to the contract documents (including any website or documents incorporated by reference). The Customer executes this agreement solely for the purpose of designating Microsoft as an authorized source of supply in accordance with O.C.G.A. § 50-5-57. Department of Administrative Services (DOAS) may, however, submit an Enrollment in which DOAS will be responsible for payment of its own obligations thereunder but in no event will the Department of Administrative Services be responsible for the obligations of any Affiliate or other user under this Agreement unless it includes other Affiliates under its Enrollment(s) in which case it would be fully responsible for obligations of the other Enrolled Affiliates.***
- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List, .
- d. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g. contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/Licensing/servicecenter/default.aspx>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts. Only those identified on the VLSC are authorized to place orders for the Enrolled Affiliate.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to

perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. Order confirmation, and any documentation evidencing transfers of perpetual Licenses *or any other mutually agreed upon documentation*, together with proof of payment (*if applicable*), will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment *or (4) if Enrolled Affiliate employs an outsourcer that results in a reduction*, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making Copies of Products and Re-imaging Rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. *Pursuant to (1) above, if no dedicated training facility*

exists, the training licenses may be used on non-production devices that are used for training purposes. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
- (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and Reassigning Licenses.

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and Termination.

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** *Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.*

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and **Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time,** Microsoft may terminate this Agreement and all **said Affiliate's** Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use due to the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run that aren't excluded by **Section 14** and was not included in a previously submitted order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

7. Use, Ownership, Rights and Restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

a. Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Customer under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions (e.g., through Customer's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.

- c. If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property **on** the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a Customer and its Enrolled Affiliates have indicated its confidential nature, including Customer Data. Confidential Information does not include information that (a) the receiving party received lawfully from another source without a confidentiality obligation, (b) is independently developed, or (c) is a comment or suggestion volunteered about the other party's business, products or services. Protection of personal privacy and data shall be an integral part of the business activities of Microsoft and designed to ensure that there is no inappropriate or unauthorized use of Customer information at any time. To this end, Microsoft shall safeguard the confidentiality, integrity and availability of Customer's Confidential information and comply with the following conditions:

- a. ***Microsoft shall maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Confidential Information and non-public data. Such security measures shall be in accordance with recognized industry practices and not less stringent than the measures the Microsoft applies to its own Personal Data and non-public data of similar kind.***
- b. ***All data obtained by the Microsoft from the Customer and its Enrolled Affiliates in the performance of this Agreement shall become and remain the property of the Customer and its Enrolled Affiliates.***
- c. ***Microsoft shall not use any information collected in connection with the service and the use of Microsoft software as covered by this Agreement for any purpose other than fulfilling the service and provisioning of software.***

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, affiliates, (sub)contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for

the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories with regard to the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly. These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information for a period of five years after a party receives the Confidential Information.

This Agreement may be disclosed in accordance with the requirements of Georgia law.

9. Privacy and Compliance with Laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

10. Warranties.

- a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA (<http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=14521>) during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

- c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and Customer notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- a. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- b. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- c. the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
- e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

12. Defense of Third Party Claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim ***unless otherwise dictated by court decision.***
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

13. Limitation of Liability.

To the extent permitted by applicable law, the liability of Microsoft and Enrolled Affiliates, and Subcontractors arising under the Agreement is limited to direct damages subject to the following:

- a. For Products other than Online Services, **two times (2x)** the amount Enrolled Customer was required to pay for the Product giving rise to that liability; and
- b. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 36 months before the incident.
- c. For purposes of this Section 13 "Limitation of liability," the following will be characterized as direct damages subject to the limitation of liability set forth above:
 - 1) Enrolled Customer's reasonable costs in notifying affected individuals of Security Incident in which the data subjects' Personally Identifiable Information has been disclosed;
 - 2) Credit monitoring for up to twelve (12) months for affected individuals;
 - 3) Damages and fines assessed against Enrolled Affiliate by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Security Incident; and
 - 4) Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable, and expected to be paid by Enrolled Affiliates, given the nature and scope of the Security Incident involving a Customer Data breach of Personally Identifiable Information, as validated by an independent accounting firm chosen by both entities.
 - 5) Government fines and penalties assessed against an Enrolled Affiliate for failure to comply with such open records laws, where such failure is attributable solely to Customer Data loss; and
 - 6) Damages assessed against an Enrolled Affiliate by a court of competent jurisdiction and awarded to third parties based solely on the Enrolled Affiliate's failure to provide information to them under such open records acts, where such failure is attributable solely to a Customer Data loss.
 - 7) The monetary limitation of liability for Online Services will apply to Microsoft's liability arising out of or in relation to its breach of its obligations under this Agreement related to Customer Data.
- d. For Products provided free of charge, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, liability is limited to U.S. \$5,000.00; and
- e. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- f. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY

FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF THIRD PARTY CLAIMS,".

Affiliates and Subcontractors. Neither Microsoft nor Enrolled Affiliate shall bring any action against the other's Affiliates or Subcontractors in respect of any matter disclaimed on their behalf in this Agreement.

14. Verifying Compliance.

a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms *through formal audit-official notification*. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification., including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. *Auditor will not be paid additional fees based upon the findings of the audit.* Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. *For the purposes of clarification, Enrolled Affiliate will provide evidence related to any of the below applicable scenarios where it may have the right to run Products.*

- *for trial or try and buy*
- *acquired by or through a third party*
- *for testing*
- *in preparation for equipment/device decommission*
- *on device/equipment no longer in production*

b. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must acquire the necessary additional licenses at Enrolled Affiliate's price level *D*. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. Verification process. Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribution. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

15. Miscellaneous.

a. Use of contractors. Microsoft may use contractors to perform services. *No contractor which Microsoft enters into a contract with for the performance of obligations or work assigned under the Agreement shall in any way relieve Microsoft of any responsibility, obligation or liability under this Contract and for the acts and omissions of its contractors, subcontractors, agents,*

and employees. *Microsoft shall provide adequate supervision and training to its, contractors, subcontractors, agents, and employees to ensure compliance with the terms of the Agreement. Contractors may in the performance of services have access to the Customer's and its Enrolled Affiliates' Confidential Information. Microsoft represents to the Customer and its Enrolled Affiliates that with respect to each Microsoft contractor assigned work under this Agreement, Microsoft has the technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information from unauthorized disclosure or use. Furthermore, Microsoft will secure access to Confidential Information from offshore locations. Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.*

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the **contact on the signature form**. *Notices may be electronic and will be treated as delivered on the transmission date.* Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date. All notices must be distributed to the Enterprise Agreement Contract Manager, Affiliate's Primary Contact and Affiliate's legal department.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order **or reseller quote** will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. Management and Reporting. Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. Order of precedence. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and **Signature Form**. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Free Products. It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. Voluntary Product Accessibility Templates. Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.

p. Natural disaster. In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.

q. Copyright violation. Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Georgia State Agencies Enrollment Terms

1. For the purposes of any Enterprise Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment A** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.
2. For the purposes of any Server and Cloud Enrollment **signed by a Georgia State agency (not city or county) under this Agreement, the terms in Attachment B** will apply and supersede any conflicting terms in the standard Enrollment which Enrolled Affiliate must sign in connection with these terms.

Attachment A

Enterprise Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable

initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed *prior to being run*. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior being run.*
- g. **True-up requirements.** Enrolled Affiliate's annual true-up order must reflect any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(f) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (iii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as minimum *order* requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

- (i) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (ii) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (iii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

2. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

3. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

4. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current **Level D** published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Attachment B

Server and Cloud Enrollment (CTM)

State (Georgia State Agencies Only)

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, (7) the Online Services Supplemental Terms and Conditions if the Enterprise Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (8) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. *Product Use Rights and Service Level Agreement.*

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Use Rights and the Product Terms. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. All terms and conditions applicable to Microsoft Azure Services also apply to Azure Government Services, except as otherwise noted in the Use Rights and this Enrollment.
- b. **Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start

of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

2. Order requirements.

a. Minimum order requirements.

(i) Server and Tools Products.

- 1) Existing Baseline Licenses.** When ordering a Server and Tools Product other than Microsoft Azure, Enrolled Affiliate must identify all Existing Baseline Licenses for the applicable Server and Tools Product Family. Perpetual Licenses owned by the Enterprise but not identified as Existing Baseline Licenses in the applicable Product Family at the start of this Enrollment may not be used during this Enrollment term.
- 2) Initial Order.** Enrolled Affiliate's initial order must meet the minimum purchase requirements for at least one Product Family. For every applicable Product Family except Microsoft Azure the initial order must also include the following:
 - A.** Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B.** License with Software Assurance or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance; and
 - C.** License with Software Assurance or Subscription Licenses for all New Baseline Licenses.
- 3) Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:
 - A.** The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B.** The Existing Baseline Licenses shall be non-transferrable.
 - C.** The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D.** When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will *initially* be used on its initial order and on any subsequent orders.
- d. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- e. Adding Products.**
 - (i) Adding new Products not previously ordered.**

- a. New Server and Tools Products may be added by contacting a Microsoft Account Manager or Reseller.
 - b. New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - c. Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - d. Subscription Licenses for new Online Services other than Microsoft Azure Services must be ordered prior to use.
 - e. Microsoft Azure Services may be added as provided in the Product Terms.
- (ii) **Adding Licenses for previously ordered Products.** *Enrolled Affiliate will submit orders for Products prior to being run.*
- f. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order *if it has not fulfilled its obligations identified in 2(e) above*. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Update statement.** An update statement must be submitted if there has been no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (ii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:
 - 1) For Server and Tools Products available as Subscription Licenses, Licenses may be reduced only as long as the minimum order requirements are maintained. If reducing Subscription Licenses that cover Existing Baseline Licenses, Enrolled Affiliate may not use or transfer those Existing Baseline Licenses for the remainder of the term.
 - 2) For Online Services available as Additional Product Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, the applicable Subscription License will be cancelled.

Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Notwithstanding the foregoing, Microsoft Azure Monetary Commitment added after the initial order may be reduced on any anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.
 - (iii) **Late true-up order.** If the annual true-up order is not received when due:
 - 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement;
 - 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable); and
 - 3) Microsoft will invoice Enrolled Affiliate's Reseller for all Reserved Licenses not previously invoiced.
- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (iii) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.
 - (iv) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products

not previously ordered,” then for additional step-up Licenses, by following the true-up order process.

- h. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

3. Pricing.

- a. **Price levels.** Each Product is assigned to a Product pool as shown on the Product Terms. Price levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. **Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Microsoft Azure Services) are fixed throughout the applicable Enrollment term.

4. Payment terms.

- a. **License with Software Assurance and Software Assurance.** For the initial and any renewal order for License with Software Assurance and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. **Subscription Licenses (except Microsoft Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront.
- c. **Microsoft Azure services.** Invoicing for Microsoft Azure Services is described in the Product Terms.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but for which it has not previously submitted an order.
- b. **End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
 - (ii) **New Baseline Licenses.** For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.
- c. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products and Services by renewing this Enrollment for **up to two subsequent additional one year terms** or by signing a new Enrollment **in accordance with O.C.G.A. Section 50-5-64**. Microsoft must receive a Renewal Form, Product Selection Form and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Extended Term for eligible Online Services.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** If Enrolled Affiliate does not renew, access to Online Services will automatically continue month-to-month in accordance with the terms of the Enrollment ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled. For the first twelve months of the Extended Term, Online Services will be invoiced monthly at the then-current published price (or Consumption Rate for Microsoft Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. As of the first day of the thirteenth month of the Extended Term, Online Services that continue until cancelled will be invoiced at the then-current published price, plus a 3% administrative fee. During the Extended Term, the then-current Online Services Terms and Product Terms will apply to Enrolled Affiliate's use. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
- (iii) **Subscription Licenses and Online Services without an Extended Term.** If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. Buy-out option.

- (i) **For Subscription Licenses.** Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.
- (ii) **Buy-out order date.** Microsoft must receive the buy-out order *within* 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out **Early termination**. If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:
 - (i) It may immediately pay the total remaining amount due *for the current and any prior fiscal years*, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or

Program Signature Form

MBA/MBSA number	N/A	000-madokane-S-193
Agreement number	8718335	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

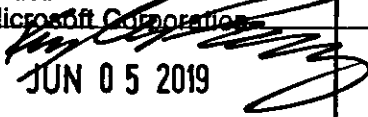
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	CTM (New)
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* State of Georgia	
Signature*	<i>Janet Pytelowski</i>
Printed First and Last Name*	Janet Pytelowski
Printed Title	Deputy State Purchasing Officer
Signature Date*	MAY 31, 2019
Tax ID	

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	  JUN 05 2019 Kyle Perez Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name _____	
Printed Title _____	
Signature Date _____ (date Microsoft Affiliate countersigns)	
Agreement Effective Date 6/3/2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* _____
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-590

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):	
Name of Entity (must be legal entity name)*	State of Georgia
Signature*	
Printed First and Last Name*	Jim Barnaby
Printed Title	Deputy Commissioner State Purchasing Division
Signature Date*	4/27/2022
Company Address:	200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010
Tax ID	

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):	
Microsoft Corporation	
Signature <u>Sintayehu Tarekegn</u>	
Printed First and Last Name Sintayehu Tarekegn	
Printed Title Authorized Signer	
Signature Date 4/27/2022 (date Microsoft Affiliate countersigns)	
Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511	
Agreement Effective Date 06-01-2019 (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Custom Program Signature Form

MBA/MBSA number

Agreement number

8718335

000-dbeale-S-591

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM (8718335)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer (State Entity):
Name of Entity (must be legal entity name)* State of Georgia Signature* <i>Jim Barnaby</i> Printed First and Last Name* Jim Barnaby Printed Title Deputy Commissioner State Purchasing Division Signature Date* 4/14/2022 Company Address: 200 Piedmont Avenue, S. E., Suite 1302, West Tower Atlanta, Georgia 30334-9010 Tax ID

* indicates required field

Microsoft Affiliate (Contractor's Full Legal name):
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns) Company Address: Microsoft Corporation, Dept 551, Volume Licensing, 6880 Sierra Center Parkway, Reno, Nevada, 89511
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer (State Entity)
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature **form is signed by the Customer, send it and the Contract Documents to Customer's** channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Amendment to Contract Documents

Agreement Number

8718335

000-dbeale-S-590

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Custom Terms CTM

1. The section titled "Term" is hereby amended and restated as follows:

Term. The term of Agreement 8718335 will be extended to 72 full calendar months from the Effective date and expire on May 31, 2025 unless terminated by either party as described in the Agreement. Each Enrollment will have the term provided in that Enrollment

2. The State of Georgia reference number for the Microsoft Master Agreement 8718335 is 99999-SPD-MSSVCS-0001. The following State of Georgia contract extension amendment is incorporated as an exhibit by mutual agreement of the parties to document the extension of contract 99999-SPD-MSSVCS-0001.



CONTRACT AMENDMENT # 1

EXTENSION # 1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	MICROSOFT CORPORATION
Contract No.:	99999-SPD-MSSVCS-0001
Solicitation Title/Event Name:	Microsoft Volume Services (Master Agreement - Software)
Contract Award Date:	06/01/2019
Current Contract Term:	06/01/2019 – 05/31/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of three years.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	06/01/2022
End Date of New Contract Term:	05/31/2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

GA 36 Month Extension of Master Agreement (CTM).docx	CTM	CTM-CTC-AGR-CTL	BD
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**CONTRACT AMENDMENT
EXTENSION 2**

This amendment is by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006 Category 1: End User Software, Category 2: Enterprise Software and Category 3: Microsoft Reseller Services
Solicitation Title/Event Name:	Software
Contract Award Date:	August 13, 2012
Current Contract Term:	July 1, 2017 – June 30, 2018
Extension No.:	2

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional period of time.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	July 1, 2018
End Date of New Contract Term:	May 30, 2019

2. The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new Contract for Software during the term of this Extension #2, the new contract shall supersede this Extension #2.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	
Printed Name and Title of Person Signing:	Charlene L. Wilkinson, Public Contracts Manager
Date:	4/13/2018
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	June 28, 2018
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



**CONTRACT AMENDMENT # 10
EXTENSION # 5**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2020-04/30/2021

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months (2) increase the total number of billable hours (3) expand the approved categories, and (4) include requirements under Georgia House Bill 953.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2021
End Date of New Contract Term:	04/30/2022

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

- 2. BILLABLE HOURS:** Exhibit A, Paragraph #2 to this Statewide Contract is hereby deleted in its entirety and replaced with the following:

“The Statewide Contract for software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed three (3) months effort by a team of Dell Marketing, LP professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed a three (3) month duration); or (b) three hundred and twenty (320) hours (total) of billable work provided at the rates contained in Dell Marketing, LP's proposal that forms part of the contract, whichever is greater.”

3. **APPROVED CATEGORIES:** Contractor may sell Software products, under this Statewide Contract, within the following Categories:

Business Applications
 Communication
 Education
 Graphic & Design Networking & Servers
 Operating Systems Programing & Web Development
 Security
 Utilities
 Virtualization
 Anti-Virus
 File and Data Security
 Virus Protection
 Business Software
 Database Software
 Development Tools
 Education/Entertainment
 Gaming Software
 Graphics, Audio, Video Software
 Internet/Communications
 Networking
 Project management Storage Management
 System Management
 Identity Management
 Backup Disaster Recovery System BYOD
 Migration Enterprise Software
 Analytics Intelligence
 Automation
 Mobile Technology
 Software Development
 Workforce Software

4. **HB 953:** Contractor shall comply with the provisions of Georgia House Bill 953 and will notify publishers of said Bill. Georgia House Bill 953 is incorporated by reference as Attachment A.
5. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing, LP
Authorized Signature:	<i>Alyssa Sayles</i>
Printed Name and Title of Person Signing:	Alyssa Sayles, Contract Administrator
Date:	02/11/2021
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	<i>Lisa Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	3/26/2021
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

ATTACHMENT A

20 HB 953/AP

H. B. 953
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House Bill 953 (AS PASSED HOUSE AND SENATE)

By: Representatives Rich of the 97th, Williamson of the 115th, Welch of the 110th, Watson of the 172nd, and Jones of the 25th

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the
2 Department of Administrative Services, so as to provide new authority for the department
3 to enter into or authorize agreements with cooperative purchasing organizations; to provide
4 that certain terms in particular types of state contracts shall be void and unenforceable and
5 should not be included in such agreements; to require the Department of Administrative
6 Services to provide such information on its website; to specify that bids, offers, or proposals
7 and registers thereof shall be subject to the public disclosure provisions of Article 4 of
8 Chapter 18 of Title 50, relating to open records; to provide for related matters; to repeal
9 conflicting laws; and for other purposes.

10 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

11 SECTION 1.

12 Chapter 5 of Title 50 of the Official Code of Georgia Annotated, relating to the Department
13 of Administrative Services, is amended in Code Section 50-5-51, relating to power, authority,
14 and duty of department, by revising paragraph (9) as follows:
15 "(9) To enter into or authorize agreements with ~~private non-profit~~ cooperative purchasing
16 organizations or other states and their political subdivisions to effectuate the purposes and
17 policies of this chapter;"

18 SECTION 2.

19 Part 1 of Article 3 of Chapter 5 of Title 50 of the Official Code of Georgia Annotated,
20 relating to the general authority, duties, and procedure of state purchasing, is amended by
21 adding a new Code section to read as follows:
22 "50-5-64.1.

23 (a) A contract entered into pursuant to this part shall not contain a term that:
24 (1) Requires the state or any agency, authority, board, bureau, commission, department,
25 institution, or any other entity thereof to:

20 HB 953/AP

26 (A) Defend, indemnify, or hold harmless another person; or
27 (B) Be bound by terms and conditions that are unknown at the time of signing such
28 contract or which may be unilaterally changed by the other party;
29 (2) Provides for:
30 (A) A person other than the Attorney General to serve as legal counsel for the state or

for any agency, authority, board, bureau, commission, department, institution, or any other entity thereof;

(B) A venue for any action or dispute other than the Superior Court of Fulton County, Georgia, as provided in Code Section 50-21-1;

(C) The contract to be construed in accordance with the laws of a state other than the State of Georgia;

(D) Binding arbitration; or

(E) An automatic renewal such that state funds are or would be obligated in subsequent fiscal years; or

(3) Is inconsistent with the provisions of Article 4 of Chapter 18 of this title, relating to open records.

(b) If a contract entered into pursuant to this part contains a term prohibited under subsection (a) of this Code section, such term shall be void, and the contract shall be otherwise enforceable as if it did not contain such term.

(c) The Department of Administrative Services shall maintain a copy of this Code section on its website."

SECTION 3.

Said part is further amended by revising paragraph (4) of subsection (d) of Code Section 50-5-67, relating to the competitive bidding procedure, method of soliciting bids, required conditions for competitive sealed proposals, clarification, contract awards, negotiation of contracts, certificate of independent price determination, and receiving electronic bids, as follows:

"(4) The Department of Administrative Services shall canvass the bids, offers, or proposals and award the contract according to the terms of this part. The Department of Administrative Services shall prepare a register of bids, offers, or proposals which ~~will~~ shall become available for public inspection ~~upon request within one day, in accordance with Article 4 of Chapter 18 of this title, relating to open records,~~ after the issuance of the department's public notice of intent to award to the successful bidder or offeror. The bids, offers, or proposals shall not be subject to public disclosure, in accordance with Article 4 of Chapter 18 of this title, relating to open records, until after the issuance of the public notice of intent to award a contract to the successful bidder or offeror except that

20 HB 953/AP

H. B. 953
- 3 -

62 audited financial statements not otherwise publicly available but required to be submitted
63 in the bid, offer, or proposal shall not be subject to such public disclosure."

SECTION 4.

64 All laws and parts of laws in conflict with this Act are repealed.

State of Georgia Statewide Contract for Software: SWC #99999-SPD-SPD0000060-0006

SUPPLIER NAME: DELL MARKETING, LP

PRICING - EFFECTIVE: 5/1/2021 (Per Extension #5, Amendment #10)

*Please Enter the MSRP and/or the % Discount Off MSRP, for Each Category Shown in Column A

Approved Category	MSRP/Discount Off MSRP
Business Applications	5.50%
Communication	5.50%
Education	5.50%
Graphic & Design networking & Servers	5.50%
Operating Systems Programing & Web Development	5.50%
Security	5.50%
Utilities	5.50%
Virtualization	5.50%
Anti-Virus	5.50%
File and Data Security	5.50%
Virus Protection	5.50%
Business Software	5.50%
Database Software	5.50%
Development Tools Education/Entertainment Software	5.50%
Gaming Software	5.50%
Graphics, Audio, Video Software	5.50%
Internet/Communications	5.50%
Networking	5.50%
Project Management /Storage Management	5.50%
System Management	5.50%
Identity Management	5.50%
Backup Disaster Recovery System BYOD	5.50%
Migration Enterprise Software	5.50%
Analytics Intelligence	5.50%
Automation	5.50%
Mobile Technology	5.50%
Software Development	5.50%
Workforce Software	5.50%



CONTRACT AMENDMENT # 11 EXTENSION # 6

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2021-04/30/2022

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to (1) extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2022
End Date of New Contract Term:	04/30/2023

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

2. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supercede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	<i>Carina Clifford</i>
Printed Name and Title of Person Signing:	Carina Clifford, Contract Administrator
Date:	January 10, 2022
Company Address:	One Dell Way Round Rock, TX 78682

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	3/1/2022
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



CONTRACT AMENDMENT # 12 EXTENSION # 7

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Dell Marketing, LP
Contract No.:	99999-SPD-SPD0000060-0006
Solicitation Title/Event Name:	Software
Contract Award Date:	08/24/2012
Current Contract Term:	05/01/2022-04/30/2023

BACKGROUND AND PURPOSE. The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	05/01/2023
End Date of New Contract Term:	04/30/2024

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.

CONTRACT NUMBER: 99999-SPD-SPD0000060-0006

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Dell Marketing L.P.
Authorized Signature:	<i>Katherine Castillo</i>
Printed Name and Title of Person Signing:	Katherine Castillo- Paralegal Advisor
Date:	March 23, 2023
Company Address:	One Dell Way, Round Rock, Texas 78682

STATE ENTITY

Authorized Signature:	<i>Jim Barnaby</i>
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	4/19/2023
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement (“Agreement”) is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

“Affiliate” means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer’s state expressly authorized by the laws of Customer’s state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

“Customer” means the legal entity that has entered into this Agreement with Microsoft.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

“day” means a calendar day, except for references that specify “business day”.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersedes the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. How the Enterprise program works.

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

- (i) an Affiliate, or
- (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Proposal ID

1352830.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	603	750	0.8	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	147
Microsoft 365 Enterprise	
M365 G5 GCC	15
M365 G3 GCC USL Unified	138
M365 G3 GCC FromSA Unified	450

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	603	750	603	603

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1003159076291.1	Sales Rep	Andrea Anderson
Total	\$301,450.18	Phone	(800) 456-3355, 7231314
Customer #	105334299	Email	Andrea.Anderson1@Dell.com
Quoted On	Jul. 18, 2023	Billing To	ADAM MONTGOMERY
Expires by	Jul. 31, 2023		GA-L CITY OF ALPHARETTA
Contract Code	25AFO		2 PARK PLZ
			ALPHARETTA, GA 30004-3680

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Andrea Anderson

Shipping Group

Shipping To

ADAM MONTGOMERY
TWO SOUTH MAIN ST
ALPHARETTA, GA 30004
(673) 297-6053

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	\$1,080.49	2	\$2,160.98
VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA ALL LANGUAGES	\$309.43	1	\$309.43
VLA ENTERPRISE EXCHANGE SERVER ENT SA ALL LANUGAGES	\$734.33	1	\$734.33
VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	\$2,492.08	6	\$14,952.48
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	\$649.96	15	\$9,749.40

VLA ENTERPRISE SYSCTRSTDCORE ALNG SA MVL 2LIC CORELIC	\$18.12	8	\$144.96
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES	\$23.88	100	\$2,388.00
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	\$126.86	118	\$14,969.48
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$19.47	160	\$3,115.20
VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	\$329.64	450	\$148,338.00
VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	\$391.80	138	\$54,068.40
VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR	\$614.16	15	\$9,212.40
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	\$93.60	147	\$13,759.20
VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	\$137.28	180	\$24,710.40
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL	\$91.44	13	\$1,188.72
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	\$274.80	6	\$1,648.80
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	735	\$0.00

Subtotal:	\$301,450.18
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$301,450.18

Shipping Group Details

Shipping To

ADAM MONTGOMERY
TWO SOUTH MAIN ST
ALPHARETTA, GA 30004
(673) 297-6053

VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES		\$1,080.49	Quantity 2	Subtotal \$2,160.98
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISUAL STUDIO ENT W/ MSDN SA ALL LANGUAGES	AC667028	-	2	-
			Quantity	Subtotal
VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA ALL LANGUAGES		\$309.43	1	\$309.43
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE VISUAL STUDIO PRO W/ MSDN SA ALL LANGUAGES	AC667029	-	1	-
			Quantity	Subtotal
VLA ENTERPRISE EXCHANGE SERVER ENT SA ALL LANUGAGES		\$734.33	1	\$734.33
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE SERVER ENT SA ALL LANUGAGES	AC667030	-	1	-
			Quantity	Subtotal
VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES		\$2,492.08	6	\$14,952.48
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER ENT SA PER 2 CORE LIC ALL LANGUAGES	AC667031	-	6	-
			Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES		\$649.96	15	\$9,749.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	AC667032	-	15	-
			Quantity	Subtotal
VLA ENTERPRISE SYSTRSTD CORE ALNG SA MVL 2LIC CORELIC		\$18.12	8	\$144.96
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SYSTRSTD CORE ALNG SA MVL 2LIC CORELIC	AC667033	-	8	-
			Quantity	Subtotal

VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES		\$23.88	100	\$2,388.00
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES USER CAL SA ALL LANGUAGES	AC667034	-	100	-
			Quantity	Subtotal
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC		\$126.86	118	\$14,969.48
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR DC CORE ALNG SA MVL 2LIC CORELIC	AC667035	-	118	-
			Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC		\$19.47	160	\$3,115.20
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AC667036	-	160	-
			Quantity	Subtotal
VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR		\$329.64	450	\$148,338.00
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 FROMSA GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	AC667037	-	450	-
			Quantity	Subtotal
VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR		\$391.80	138	\$54,068.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E3 GCC UNIFIED SHRDSVR ALNG SUBSVL MVL PERUSR	AC667038	-	138	-
			Quantity	Subtotal
VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR		\$614.16	15	\$9,212.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE M365 E5 GCC ALNG SUBSVL MVL PERUSR	AC667039	-	15	-
			Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS		\$93.60	147	\$13,759.20
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 PLAN G1 SHRDSVR PERUSER MONTHLY SUBLIC ALL LANGS	AC667040	-	147	-
			Quantity	Subtotal
VLA ENTERPRISE VISIO ONL N P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR		\$137.28	180	\$24,710.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal

VLA ENTERPRISE VISIO ONLN P2 GCC SHRDSVR ALNG SUBSVL MVL PERUSR	AC667041	-	180	-
			Quantity	Subtotal
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL		\$91.44	13	\$1,188.72
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE POWERBIPROGOV SHRDSVR ALNG SUBSVL MVL	AC667042	-	13	-
			Quantity	Subtotal
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER		\$274.80	6	\$1,648.80
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE PROJECT P3 GCC SUB PER USER	AC667043	-	6	-
			Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB		\$0.00	735	\$0.00
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	AC667044	-	735	-
				Subtotal: \$301,450.18
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$301,450.18

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

Amendment to Contract Documents

Enrollment Number

5-0000010395336

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	450	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	138	0
AAL-45735	M365 G5 GCC Sub Per User	0	15
U4S-00002	O365 G1 GCC Sub Per User	147	0
P3U-00001	Visio P2 GCC Sub Per User	180	0
DDJ-00001	Power BI Pro GCC Sub Per User	13	0
7MS-00001	Project P3 GCC Sub Per User	6	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	735

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

6832031

Framework ID
(if applicable)

5-0000010395336

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Alpharetta

Contact name* First Adam **Last** Montgomery

Contact email address* amontgomery@alpharetta.ga.us

Street address* 2 Park Plaza

City* Alpharetta

State* GA
Postal code* 30009-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 678-297-6035
Tax ID 58-6011454
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State* GA

Postal code* -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.

Street address (PO boxes will not be accepted)* One Dell Way

City* Round Rock

State* TX

Postal code* 78682

Country* United States

Contact name* Government Contract Admin

Phone* 847-465-3700

Contact email address* US_MS_Govt_EA_Select@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Program Signature Form

MBA/MBSA number

5-0000010395336

Agreement number

8718335

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	1352830.003 (new)
Amendment	M97 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Alpharetta Signature* _____ Printed First and Last Name* Jim Gilvin Printed Title Mayor Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

**State of Georgia
Statewide Standard Contract Form**

Solicitation Title Statewide Contracts for Software	Solicitation Number RFP 99999-SPD-SPD0000060	Contract Number SOL 99999-SPD-SPD0000060-0006
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name Georgia Department of Administrative Services	(hereafter called Agency)
Contractor's Name Dell Marketing LP	(hereafter called Contractor)

2. Contract to Begin: August 24, 2012 Date of Completion: June 30, 2012 Renewals: Four (4) one-year options to renew

3. Performance Bond, if any: N/A Other Bonds, if any: N/A

4. Authorized Person to Receive Contract Notices for Agency: Elizabeth Eason, Category Manager - IT Authorized Person to Receive Contract Notices for Contractor: Public Contract Manager with cc to Dell General Counsel

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

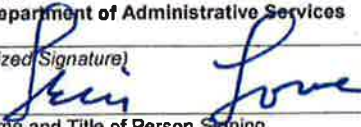
Attachment 1: Statewide Contract for Software and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Dell Marketing LP	
By (Authorized Signature) 	Date Signed 8/24/2012
Printed Name and Title of Person Signing Lauren D. Newberry, Contracts Consultant	
Address One Dell Way, MS RR8-07, Round Rock, Texas 78682	

7. **Agency**

Agency Name Georgia Department of Administrative Services	
By (Authorized Signature) 	Date Signed 8/24/2012
Printed Name and Title of Person Signing Leslie Lowe, Deputy Commissioner for Procurement	
Address 200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010	

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Software and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the Software and Services as awarded to Contractor.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the Software and Services under the Statewide Contract as identified in the Statewide Contract Form.
- (v) **"Facilities Manager"** means one or more of any persons in the business of providing computer facilities management and/or Outsourcing services.
- (vi) **"Intellectual Property Rights"** means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, or applications
- (vii) **"Outsourcing"** means obtaining computing or related services from a source outside of the State. Computing or related services may include programming and/or executing the State's Software (including Software the State licenses from Contractor or third parties) on the State's CPUs, programming and/or executing the State's Software on an Outsourcing company's CPUs, or any mix thereof.
- (viii) **"Purchase Instrument"** means the documentation a User Agency issues to Contractor for an acquisition of Software and/or Services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the Software and/or Services to be acquired, the delivery date and location at which the Software is to be installed and/or that the Services are to be delivered, the address where Contractor should submit the invoices, and any other requirements that the Agency or User Agency deem necessary.
- (ix) **"Response", "Contractor's Response" or "Final Response"** means Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (x) **"RFX"** means the Request for Proposals, Request for Bids, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the Software and/or Services that are subject to the Statewide Contract.
- (xi) **"Services"** means the services and deliverables described in the RFX including

administration, distribution, installation, configuration, support and training services as further described by the Response and the Statewide Contract.

- (xii) **"Software"** means the computer programs described in the RFX Category or Categories for which Contractor is awarded a Statewide Contract, as further described in Exhibit A to this Statewide Contract for Software and Ancillary Services, together with all documentation (both hard copy and online) for the described computer programs, and all updates to the computer programs and the documentation during the term of a license for Software under this Statewide Contract.
 - (xiii) **"State"** means the State of Georgia of the United States of America, the Agency, User Agency, and any other authorized entities identified by the RFX issuing Purchase Instruments against the Statewide Contract.
 - (xiv) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.
 - (xv) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies Contractor as a source of supply to the User Agencies of the Software and Services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
 3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms (whether in hard copy or electronic format) or invoices shall be null and void. The terms of this Statewide Contract shall supersede any contract terms and conditions included as part of delivered software, products and services. Notwithstanding anything to the contrary herein, as a reseller of Third Party software, Dell is not authorized to modify the third party license agreement or to directly license such software. All software will be licensed subject to the terms of the applicable License Agreement provided with the software.
 4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the

Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified Software and Services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified Software and Services.

C. DESCRIPTION OF SOFTWARE AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall provide all Software, Services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract,
2. **Software Licenses.** Contractor shall provide Software in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall deliver to User Agency the Software, which shall be licensed to User Agency under the following terms.

To the extent allowed by the applicable publisher's end user license agreement, Contractor shall cause the publisher of the Software to grant User Agency a non-exclusive license and/or sublicense to use, execute, maintain, reproduce, modify, display, test copy (as set forth herein) and perform the Software and accompanying documentation in accordance with the licensing capacity (if any) and for the period of time specified in the Statewide Contract and/or applicable Purchase Instrument. If no time period is stated, then User Agency shall be granted a perpetual license. User Agency may copy the Software as necessary to efficiently use the Software. Without limiting the generality of the foregoing, User Agency's rights shall include copying rights for the following purposes:

- a. for backup, archive or emergency restart purposes;
- b. for disaster recovery and disaster recovery testing purposes;
- c. to migrate the software for use on other computers and/or hardware; and
- d. to store the software at any off premise location that the User Agency uses for storage purposes.

If the Contractor is acting as a reseller of the Software, Contractor must provide the Licenses, as required by the Software publishers, to the User Agencies and shall use commercially reasonable efforts to cooperate with any negotiations of such Licenses as may be conducted

among the Agency, User Agencies and the Software publishers. All licenses provided hereunder shall remain in effect perpetually unless otherwise stated in writing.

To the extent allowed by the applicable publisher's license agreement, User Agencies that are part of the Georgia Enterprise Services Contract (sometimes referred to as the "GETS" agencies) shall be granted permission for the State's Facilities Manager(s) to use, execute, maintain, copy (as set forth herein), test and perform the Software and accompanying documentation and exercise all other license rights on behalf of the User Agencies.

As a reseller of third party software, Dell is not authorized to modify the third party license agreement or to license directly such software to User Agencies. All software will be licensed subject to the terms of the applicable license agreement provided with the software. For any non-Contractor branded products, software or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher. Notwithstanding anything to the contrary in this Contract, products, software and services are provided subject to the manufacturer, provider or publisher's applicable warranty and software license agreement subject to negotiations between the User Agency and the publisher.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the license for the Software may require that the User Agency agree that it will not:
 - (i) lease, loan, resell, sublicense or otherwise distribute the Software to parties who are not State of Georgia government entities;
 - (ii) create derivative works based on the software; or
 - (iii) reverse engineer, disassemble, or decompile the software
4. **Services and other Deliverables.** Contractor shall provide Services and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract. Contractor and all personnel of Contractor shall perform the Services on time, in a workmanlike manner, and consistent with the level of care and skill ordinarily exercised by other providers of similar services at the time the Services are provided.
5. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable State purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to place online orders through Contractor's website.
6. **Product Shipment and Delivery and Acceptance.** Unless the RFX requires otherwise, all Software shall be made available either by online download or shall be shipped F.O.B. destination, freight prepaid. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All shipped items shall be at Contractor's risk until they have been accepted by the User Agency. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of Contractor to remedy without cost to the User Agency, regardless of when the hidden damage is discovered.
 - (i) Fixed Pricing Services. Certain Services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the Purchase Instrument.

- (ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. These deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum price cap that shall not be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports and copies of time cards to the User Agency on a weekly basis.
- (iii) Acceptance Process. Upon completion of any deliverable or service, Contractor shall provide written documentation of completion of the deliverable and/or service to User Agency. Contractor will demonstrate to User Agency that the deliverable conforms to the requirements of the Statewide Contract. If the deliverable does not conform to the requirements of the Statewide Contract, User Agency must provide written notice to Contractor identifying the deliverable as nonconforming and providing a description of the deficiencies of the deliverable. Software and Services will be deemed accepted unless User Agency provides notice of the rejection of a deliverable within thirty (30) days from the date of Contractor's submission of the Software and Services or Contractor's demonstration of the Software and Services, if installed by Contractor, whichever occurs last; provided that, in limited circumstances, a longer reasonable period of time may be agreed to in writing between Contractor and User Agency. Contractor shall use reasonable efforts to promptly cure any identified deficiencies in the deliverable. After completing the cure, Contractor shall resubmit the deliverable for User Agency's review and, if requested by User Agency, provide a demonstration that the resubmitted deliverable conforms to the requirements of the Statewide Contract. User Agency shall have at least thirty (30) days from the date of Contractor's resubmission of the deliverable or Contractor's demonstration of the resubmitted deliverable, whichever occurs last, to accept or reject the resubmitted deliverable. In the event Contractor has failed to cure the deliverable, the User Agency may, at its discretion, allow Contractor an additional opportunity to cure, proceed to terminate the Purchase Instrument for default, or pursue any other available remedy. Nothing contained in this provision shall limit the warranties and representations or the available remedies set forth in this Statewide Contract. Notwithstanding anything to the contrary herein, acceptance does not waive warranty or return rights for any Software or other deliverables under this Contract.
- (iv) Return of Unused Software. Contractor shall comply with the return requirements stated in the RFP provided that, with respect to third party software, such return is allowed by the third party software publisher and then only in accordance with the terms of the state's master agreement with such software publisher, if there is one, or the documentation provided with the software. Dell agrees to work with state and make "Ordering and Return Instructions," consistent with the technical requirements of the RFP, available to Customer on the Contractor website established for this contract through a link on the home page of the website, or on the quote. Such instructions will direct the Customer to contact their sales representative for assistance with returns.

7. Non-Exclusive Rights. The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide Software and Services similar or identical to the Software and Services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar Software and Services from other contractors.

8. No Minimums Guaranteed. The Statewide Contract does not guarantee any minimum level

of purchases or use of Software or Services.

D. COMPENSATION

1. **Pricing and Payment.** Contractor will be paid for the Software and Services licensed or sold pursuant to the terms of the Statewide Contract and in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. All prices or discounts in accordance with the discount schedule provided in Dell's proposal are "not to exceed" prices or are minimum discounts. Contractor may negotiate more favorable prices with User Agency. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies.
2. **Billings.** If applicable, and unless the RFX provides otherwise, Contractor shall submit, on a regular basis, individual invoices for the Software and Services supplied to User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments. Each invoice shall be accompanied by a schedule that details the Services and deliverables provided (if any) including the resources in support of those Services and/or deliverables. The invoice shall comply with all applicable rules concerning payment of claims. User Agencies shall pay all approved invoices in arrears within forty-five (45) days of date of an undisputed invoice subject to acceptance as specified in Section (C)(6)iii) above, and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and Contractor, Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any Software or Services provided by or on behalf of Contractor under the Statewide Contract. Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. Dell will communicate to all third party publishers that User Agencies generally cannot enter into multi-year agreements for maintenance. Instead, a User Agency will generally enter into a one year agreement that gives the User Agency options to renew for subsequent fiscal year periods – depending on availability of funds during those subsequent fiscal years.

A User Agency may, however, enter into a multi-year agreement with a term of more than one fiscal year if the User Agency has on hand at the time of signing the agreement available appropriated funds necessary to meet its entire obligation for that multi-year term. The general rule limiting User Agencies to contracting for one fiscal year at a time is based on the prohibition on pledging the state's credit or creating debt by agreeing to a payment obligation for which funds are not currently available. When the User Agency has on hand at the time of signing an agreement funds to meet the entire obligation for the term (whatever that term may be) and encumbers same, the state agency has not pledged the state's credit or created debt.

4. **Delay of Payment Due to Contractor's Failure.** If a User Agency in good faith determines that Contractor has failed to perform or deliver any Software or Service as required by the Statewide Contract, Contractor shall not be entitled to any compensation under the Statewide Contract until the Software or Service is delivered [or performed]. In this event, the User Agency may withhold the portion of Contractor's compensation that represents payment for Software and/or Services that were not delivered [or performed]. To the extent that Contractor fails to perform or deliver as required by the terms of the Agreement and fails to correct such failure in accordance with the Notice of Default provisions under Section E, and such failure results in additional cost to the User Agency to procure replacement Software or

Services, then User Agency may deduct from payments due to Contractor the difference between the contract price and the lesser of the current market price or actual price paid for such replacement Software or alternative Services. The User Agency's authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.

5. **Set-Off Against Sums Owed by Contractor.** In the event that Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum Contractor owes User Agency against any sum User Agency owes Contractor.

E. TERMINATION

1. Termination of the Statewide Contract.

- (i) **Immediate Termination.** Agency may terminate the Statewide Contract effective immediately without advance notice for any one or more of the following reasons:

- a. in the event Contractor is required to be certified or licensed as a [requirement for being awarded this Statewide Contract to provide Software and/or Services, the revocation or loss of the required license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
- b. Agency determines that the actions or failure to act of Contractor, its agents, employees or subcontractors have caused or reasonably could cause life, health or safety to be jeopardized;
- c. Contractor fails to comply with confidentiality laws or provisions; and/or
- d. Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process that is materially false, deceptive, incorrect or incomplete.

- (ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for Agency to declare Contractor in default of its obligations under the Statewide Contract:

- a. Contractor has delivered nonconforming Software or Services or fails to deliver or perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by Contractor;
- b. Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
- c. Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
- d. to the extent allowed by applicable federal or state law, including bankruptcy laws, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; Contractor terminates or suspends its business; or Agency reasonably believes that Contractor has become insolvent or unable to

pay its obligations as they accrue;

- e. Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
- f. Contractor has engaged in conduct that has exposed or may expose Agency or the State to liability, as determined in Agency's sole discretion; or
- g. Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right of Agency, the State, or a third party.

(iii) **Termination upon Notice.** Following thirty (30) days' written notice, Agency may terminate the Statewide Contract in whole or in part without paying any penalty or incurring any further obligation to Contractor. Following termination upon notice, Contractor shall be entitled to compensation from User Agencies upon submission of invoices and proper proof of claims, for Software and/or Services provided under the Statewide Contract to User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to Contractor as a result of any of the following:

- a. Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
- b. Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If Contractor has caused or permitted a default event, with the exception of an emergency situation, Agency shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within thirty (30) days of Contractor's receipt of Agency's written notice to Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

- (i) immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) procure substitute Software and/or Services from another source and charge the difference between the Statewide Contract and the lesser of the reasonable retail market price or actual price paid for such substitute Software and/or Services to the defaulting Contractor; and/or,
- (iii) enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

The State shall not be liable for any costs incurred by Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

- (i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase [or license for a future period not yet paid] made pursuant to this Statewide Contract will terminate immediately and absolutely if a User Agency determines that adequate funds

are not appropriated or granted or funds are de-appropriated so that the User Agency cannot fulfill its obligations under the Statewide Contract; the determination shall be at the User Agency's sole discretion and shall be conclusive.

- (ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase in the event of Contractor's material breach if the breach is not cured within thirty (30) days of Contractor's receipt of a written default notice from User Agency.

In the event of termination of the Statewide Contract for any reason by Agency, the User Agencies shall pay only those amounts, if any, due and owing to Contractor for Software and Services actually provided up to the date specified in the notice of termination as provided above. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination.

4. Contractor's Termination Duties. Upon receipt of notice of termination or upon request of Agency, Contractor shall:

- (i) cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to Contractor;
- (iii) comply with the State's instructions for the timely transfer of any active files and work product produced by Contractor under the Statewide Contract;
- (iv) cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) immediately return to the User Agencies any payments made by the User Agencies for Software or Services that were not delivered by Contractor.

Notwithstanding the provisions above, Software licenses that the State has obtained for Software delivered under this Statewide Contract and maintenance agreements that the State has entered directly with the publishers of Software delivered under this Statewide Contract when the publisher is not Contractor shall not terminate as the result of termination of the Statewide Contract.

F. CONFIDENTIAL INFORMATION

- 1. **Access to Confidential Data.** Contractor's employees, agents and subcontractors may, to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract, have access to confidential data, including, but not limited, personally identifiable information, maintained by the State. Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. No later than ten (10) days from the date this Statewide Contract is fully executed, Contractor shall comply

with the following requirements:

- (i) Contractor shall provide to the State a written description of Contractor's policies and procedures to safeguard confidential information;
- (ii) policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor's designated Contract Manager shall remain the single point of contact with respect to Contractor's compliance with the requirements of this Section F; and
- (iv) Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the discloser at all times. Some Services performed for Agency and/or User Agencies may require Contractor and its employees to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

- 2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the discloser, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by Contractor uniquely and specifically for the User Agency during the performance of this Agreement shall be considered the property of the State. Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
- 3. **Subpoena.** In the event that a subpoena or other legal process for records containing confidential information is served upon Contractor, Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
- 4. **Reporting of Unauthorized Disclosure.** Contractor shall immediately report in writing to the State any unauthorized disclosure of confidential information
- 5. **Survives Termination.** Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

- 1. **Contractor's Indemnification Obligation.** Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) any breach of the Statewide Contract;
 - (ii) any negligent or wrongful act or omission of Contractor or any employee, agent or subcontractor utilized or employed by Contractor resulting in personal injury or death or damage to real property or tangible personal property;

- (iii) any failure of Software or Services to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
- (iv) the negligence or fault of Contractor in design, testing, development, manufacture, installation, operation or otherwise with respect to the Software or Services provided under the Statewide Contract;
- (v) claims, demands, or lawsuits that, with respect to the Software or any parts thereof, allege product liability, strict product liability, or any variation thereof;
- (vi) any failure by Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- (vii) any infringement of any copyright, trademark, trade secret, patent, trade dress, or other intellectual property right; or
- (viii) any failure by Contractor to adhere to the confidentiality provisions of the Statewide Contract.

Notwithstanding anything to contrary herein, non-Contractor branded products and services are provided subject to the third party manufacturer or licensor's applicable software license and warranty. For any non-Contractor branded products or services, Contractor agrees to flow down any indemnification protection, including indemnification for infringement of any intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

2. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, Contractor waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder to the full extent of this indemnification.

3. Litigation and Settlements. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor

4. Intellectual Property Infringement Indemnification.

With respect to third party claims, the State (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the State receives notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by the State or its representatives to notify Contractor within thirty (30) days after the the State receives notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification.

Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Contractor Branded Software or Services infringes any United States Letters Patent, copyright, trademark, trade secret or other intellectual property right, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Contractor branded services or Software is in any suit held to infringe a third party's intellectual property right and its use is enjoined, Contractor shall, at its option and expense:

- (i) procure for the State the right to continue using the Software;
- (ii) replace or modify the same so that it becomes non-infringing; or
- (iii) remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any patent, copyright, trademark, trade secret or other intellectual property infringement or claim thereof is based upon or arises out of:

- (i) compliance with designs, plans or specifications furnished by or on behalf of the User Agency as to the software;
- (ii) use of the Software in combination with apparatus or devices not supplied by Contractor;
- (iii) use of the Software in a manner for which the same was neither designed nor contemplated; or
- (iv) the claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

For any non-Contractor branded products or services, Contractor agrees to flow down any indemnification protection and intellectual property rights that Contractor currently or subsequently has in place with the manufacturer or publisher, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

- 5. Survives Termination.** The indemnification obligation of Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

The supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal and advertising injury in support of the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured with respect to the commercial general liability

and automobile liability insurance policies. The Commercial General Liability insurance coverage purchased by the supplier shall include contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, and limits of liability).

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

- 3) Automobile Liability
Combined Single Limit \$1,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the named insured. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

I. BONDS

Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Express in the Contract with Warranties Implied by Law.** All warranties made by Contractor and/or subcontractors in all provisions of the Statewide Contract and Contractor's Response, whether or not the Statewide Contract specifically denominates Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the Software and Services to be provided, or by provision of samples to the State, shall not be construed as limiting or negating any warranty provided by law. The warranties express in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Software and Services provided by Contractor. Contractor shall assign and pass through to the State all applicable third party software publishers' warranties, covenants and indemnification provisions, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Software or Services.** All Software and Services that Contractor delivers to User Agencies shall be free from any defects in design, material, or workmanship. Following acceptance, if any Software or Service offered by Contractor is found to be defective in material or workmanship or does not conform to manufacturer's or publisher's warranty, User Agency shall have the option of returning, repairing, or replacing the defective Software or Service at Contractor's expense in accordance with the terms of the applicable warranty.

Payment for the defective Software or Service shall not constitute acceptance. Acceptance by a User Agency shall not relieve Contractor of its warranty or any other obligation under the Statewide Contract.

3. **Compliance with Federal Acts.** To the extent such requirements are applicable to the subject Software, Contractor warrants and guarantees to State that the Software provided under the Statewide Contract is in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

NOTHING IN THIS SECTION J SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO YOU IN YOUR JURISDICTION WILL APPLY TO YOU, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notwithstanding any term to the contrary in this Agreement, to the maximum extent permitted by law, Non-Dell branded Software and Services are provided subject to the third party publisher or provider's applicable warranties and software license. Dell

agrees to pass through to purchaser any indemnification or warranty provided by the provider, publisher, licensor with respect to intellectual property, infringement or indemnification with respect thereto, to the extent that the manufacturer or publisher has given Contractor warranties or indemnities that may be passed through to customers.

4. **Conformity with Contractual Requirements.** Contractor represents and warrants that the Software and Services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
5. **Authority to Enter into Contract.** Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
6. **Obligations Owed to Third Parties.** Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by Contractor pursuant to the Statewide Contract are or will be fully satisfied by Contractor so that the State will not have any obligations with respect thereto.
7. **Title to Property.** Contractor represents and warrants that for third party products, it is authorized by the publisher to deliver the third party Software provided under this Agreement; and for Dell-branded Software title to any Software or property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until acceptance by the User Agencies. The Software provided by Dell hereunder shall be sourced through only authorized distributors or providers. Except as otherwise expressly authorized by the Agency, all materials produced uniquely and specifically for the User Agency by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be works made for hire and shall be the property of the State of Georgia; subject to the following:
 - (i) Dell has received full payment for the deliverables and applicable Services, and
 - (ii) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),
8. **Industry Standards.** Contractor represents and expressly warrants that all aspects of the Software and Services provided or used by it shall at a minimum conform to the standards in Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
9. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the Agency as specified in the RFX. All of Contractor's or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements of the applicable Agency or User Agencies while on State property. In the event that any of Contractor's or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

All persons assigned to perform Services under this Statewide Contract shall be qualified to

perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services. If the Agency or a User Agency believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Statewide Contract, the Agency or User Agencies shall notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at the Agency or User Agency's request, immediately replace such person with another person acceptable to the Agency or User Agency and with sufficient knowledge and expertise to perform the Services in accordance with this Contract.

Contractor warrants that an adequate number of appropriately qualified personnel will be employed and available to provide the Services in accordance with the schedule and maintenance requirements set forth in the RFX and this Statewide Contract.

10. State Security. Agency requires that a criminal background investigation be made of any and all Contractor personnel used to provide Services to the State

Dell Marketing L.P. ("Dell") hereby affirms that a security background check ("SBC") is performed on each Dell employee, intern, and potential new hire. This SBC consists of criminal county searches, federal searches, and verification of personally identifying information. Dell's SBC standards require that an individual's SBC reflects:

- No felony conviction or "nolo contendere" or "no contest" plea within the preceding seven years;
- No conviction of or "nolo contendere" or "no contest" plea to a disqualifying misdemeanor offense within the preceding five years;
- No uncompleted deferred adjudication, probation, or parole for any felony or disqualifying misdemeanor offense (regardless of whether the conviction itself is within the preceding seven or five year period);
- No pending court date, charge, or warrant relating to any felony or any violent misdemeanor;
- No identification as an active sex offender using an available sex offender database;
- Provided that Dell generally will not disqualify an individual for employment if the individual's SBC reflects a single conviction, charge, or warrant for certain minor misdemeanor offenses related to gambling, alcohol, tobacco, licenses or moving violations, except in the instance of injury or damage to people or property or a second offense of DWI without injury.

Dell further affirms that a drug screen is performed on each Dell employee, intern, and potential new hire and all contractors. This drug screen checks for the presence of amphetamine metabolites (1000 ng/mL), cocaine metabolites (300 ng/mL), marijuana (50 ng/mL), opiate metabolites (2000 ng/mL) and phencyclidine metabolites (25 ng/mL).

Contractor agrees to comply with User Agency on-site safety and security requirements that are provided to Contractor prior to the provision of on-site services. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Statewide Contract if Contractor's investigation or an investigation by the State reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. Contractor's employees, agents and subcontractors may be granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. Contractor shall provide immediate notice to Agency of any employees, agents and/or

subcontractors suspected of abusing or misusing such access privilege. Contractor represents and warrants that Contractor shall provide prompt notice to Agency of the changed status of any employee, agent or subcontractor granted access to State computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. PRODUCT RECALL

In the event that any of the Software or materials are found by Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such Software be reworked or recalled, Contractor will promptly communicate all relevant facts to Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude Agency from taking such action as may be required of it under any such law or regulation. Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both Agency and Contractor and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to this Statewide Contract.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of Contractor's Response, except that objections or amendments by Contractor that have not been explicitly accepted by Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references in this document to the parties' obligations are intended to supplement or clarify the obligations as stated in the RFX and Contractor's Response. The failure of the parties to make reference to the terms of the RFX or Contractor's Response in this document shall not be construed as creating a conflict and will not relieve Contractor of the contractual obligations imposed by the terms of the RFX and Contractor's Response. The contractual obligations of the Agency cannot be implied from Contractor's Response.
3. **Compliance with the Law.** Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the

use of targeted small businesses as subcontractors or contractors. Dell requires its subcontractors to self-certify to state law requirements. Dell will use commercially reasonable efforts to ensure legally required certifications are made.

Certain equipment, software and technical data that may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations, International Traffic in Arms Regulations, U.S. Department of Energy Regulations, U.S. Nuclear Regulatory Commission Regulations and/or similar laws and regulations of the United States or other countries. Contractor shall comply with all export and re-export laws and regulations, including without limitation laws and regulations that may apply to certain equipment, software and technical data provided hereunder.

Contractor shall also comply with all import and customs laws and regulations, with all local license and permit requirements, with the European Data Protection Directive, with the U.S. Foreign Corrupt Practices Act, and with all applicable foreign corrupt practices acts.

Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not been and must not be violated under the terms of this Statewide Contract.

Contractor shall require its subcontractors to self-certify to state law requirements and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by Contractor.

4. Drug-free Workplace. Contractor hereby certifies as to items (i) and (ii) below and under item (iii) below Contractor will require all its subcontractors to comply with all applicable Federal and state laws and regulations and to self-certify such compliance:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) if Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Official Code of Georgia Annotated Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification hereinabove; or
 - (ii) Contractor has violated the certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of Agency and Contractor.
6. **Third Party Beneficiaries.** There are no third-party beneficiaries of the Statewide Contract. The Statewide Contract is intended only to benefit the State and Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations that may occur between the State and Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or Contractor may elect to submit the matter for mediation. Either the State or Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of Agency. For the purpose of construing this clause, a transfer of a controlling interest in Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract or for the act or omission of any subcontractor, agent, or employee. All restrictions, obligations and responsibilities of Contractor under the Statewide Contract shall also apply to each subcontractor. Any contract with a subcontractor must also preserve the rights of Agency. Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made that is not included in the Statewide Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for Software and Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities or obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between Agency and Contractor for the Software and Services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of Agency and Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a

breach.

- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier and shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) at the time it is actually received; or,
- (ii) within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of Agency and Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing Software and Services to the State are responsive to the State's requirements and requests in all respects.

- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

- (i) the party on whose behalf it signs has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
- (ii) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract

shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 23. Record Retention and Access.** Contractor shall maintain books, records and documents that sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor should maintain separate accounts and records for Agency and the User Agencies. Records to be maintained include both financial records and service records. DOAS may audit contractor no more often than once per year, unless otherwise required by applicable law or agreed to by the parties. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide Software or Services under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities is under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that neither Contractor nor any of its subcontractors has been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it either (a) is registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) is not a "retailer" as defined in O.C.G.A. Section 48-8-2. Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. Contractor also understands that fraudulent certification may result in Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed 125% of the total amount paid to Contractor during the prior 12 months of this Agreement for its performance under this Statewide Contract..

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property due to Contractor's negligent or intentional wrongful act or omission while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR CUSTOMER'S BREACH OF PAYMENT OBLIGATIONS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING DIRECTLY FROM A PARTY'S INTENTIONAL WRONGFUL ACTS OR A PARTY'S FAILURE TO BACK-UP DATA IF SUCH PARTY SPECIFICALLY AGREES WITHIN A STATEMENT OF WORK TO BE RESPONSIBLE FOR BACKING-UP DATA; (3) LOSS OF BUSINESS OPPORTUNITY; OR (4) DELIVERABLES, DELL PRODUCTS, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or

conclusion of the Statewide Contract.

34. **Counterparts.** Agency and Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** Agency and Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, supplements hereto and further instruments as may reasonably be required for carrying out the express intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to deliver or run Software and to perform Services for the State. Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act that will interfere with the performance of work by any other contractor.

Exhibit A
AWARDED SOFTWARE CATEGORY DESCRIPTION

(Awarded Item Schedule)

The Georgia Department of Administrative Services ("DOAS" or "Agency") on behalf of the State of Georgia awards to Dell Marketing, L.P. ("Dell" or "Contractor") a Statewide Contract for Software in the following Categories:

Category 1: End User Software; and

Category 2: Enterprise Software; and

Category 3: Microsoft Reseller Services; and

Category 4: Oracle;

subject to the following:

The Services that Contractor provides as all or part of a User Agency acquisition through or under the Statewide Contract for Software may include support, maintenance, training, consulting and installation but not implementation services.

The Statewide Contract for Software does not offer services that are in the nature of project work. Accordingly, Services for Software consulting or installation that Contractor provides a User Agency through the Statewide Contract for Software shall not exceed (a) seven (7) days' or one calendar week's effort by a team of Dell professionals (including simultaneous concurrent efforts of multiple professionals that do not exceed one week's duration); or (b) eighty (80) hours (total) of billable work provided at the rates contained in Dell's proposal that forms part of the contract, whichever is greater.

Installation is defined for purposes of this Contract to include performing site surveys, installs, tests, and validating operational automation and communications equipment/software as specified by installation standards, manufacturer's guidance, and safety codes.

Although Dell's proposal may include products for hosted services and software as a service ("Saas"), **the Statewide Contract awarded does not currently include any product, software or service to be hosted on a server other than a server under the direct control of the State or the State's Facilities Manager (as that term is defined in this Contract); the Statewide Contract Award does not include SaaS or hosted Software.**

However, the State acknowledges that some hosted software or software as a service

may be within the scope of the RFP, and the State may amend the Contract Award to include these products after the State and Contractor agree upon additional terms and conditions for hosted services consistent with the GTA Enterprise Operational Environment standard (standard SO-10-003.02 – available at http://gta.georgia.gov/vgn/images/portal/cit_1210/3/62/148819638Enterprise%20Operational%20Environment,%20SO-10-003.02.pdf).



STAFF REPORT

Department: Recreation, Parks & Cultural Services
Submitted By: Morgan Rodgers, James Drinkard
Meeting Date: August 21, 2023

AGENDA ITEM:

Memorandum of Understanding: Alpharetta-Old Milton County Historical Society

Consideration of approval of a memorandum of understanding between the City of Alpharetta and the Alpharetta - Old Milton Historical Society providing for the use of the Mansell House, associated grounds, and the Log Cabin; defining liabilities and responsibilities, and for other purposes.

STAFF RECOMMENDATION:

Approve, as presented, a memorandum of understanding between the City of Alpharetta and the Alpharetta - Old Milton Historical Society providing for the use of the Mansell House, associated grounds, and the Log Cabin; defining liabilities and responsibilities, and for other purposes.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO DIRECT COSTS TO THE CITY ASSOCIATED WITH THIS AGREEMENT.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

BACKGROUND:

For many years, dating back to before 2000, the City of Alpharetta has allowed use of its Mansell House property by the Alpharetta - Old Milton County Historical Society (AOMCHS). The AOMCHS uses the facility as its main public location and also hosts meetings and events at the facility. In exchange for the ability to use the facility in this way, the AOMCHS helps to keep the historic structure clean and also maintains and makes available to the public certain historic archives and materials.

In 2017, the City acquired the Log Cabin that was built on the former Milton High School Campus in 1935 by students who were members of the school's Future Farmers of America chapter. The facility had to be removed from the site in 2017 so that Fulton County Schools could develop the new Innovation Academy facilities. For many years, AOMCHS has helped to maintain the log cabin and used it to host school field trips and presentations on topics related to local history. While most costs associated with the relocation and renovation of the Log Cabin were born by the City, the AOMCHS did aid in raising funds to offset some costs and committed to continuing the use of the facility.

While these arrangements have been ongoing for many years, the relationships and responsibilities have never been memorialized in any written agreement, leaving responsibilities open to interpretation and misunderstanding.

PROPOSED MEMORANDUM OF UNDERSTANDING:

The proposed memorandum of understanding seeks to document the relationship between the City and the AOMCHS as it pertains to the use and maintenance of the Mansell House, its associated grounds, and the Log Cabin. As proposed, the agreement is for a term of 10 years but includes a clause providing for automatic cancelation and renewal annually, absent five days written notice, so as to comply with requirements of O.C.G.A. § 36-60-13. The terms are consistent with the manner in which the arrangement between the parties has previously been conducted.

The MOU as presented has been reviewed and approved by the City Attorney and has been approved by the AOMCHS board.

ALTERNATIVES:

There are two alternatives available for consideration by the Mayor and Council:

- Identify changes to the terms and conditions of the agreement and direct Staff and the City Attorney to amend the agreement accordingly for consideration by the AOMCHS; or
- Decline the agreement in its entirety and end the current relationship with the AOMCHS as it pertains to usage of the subject properties.

ATTACHMENTS:

1. MOU Between City and Historical Society for Mansell House and Log Cabin

MEMORANDUM OF UNDERSTANDING

The **Memorandum of Understanding** (the “MOU”), effective as of the 1st day of September 2023 (the “Effective Date”), is made and entered into by and between the **City of Alpharetta, Georgia**, a Georgia municipal corporation and body politic (the “City”) and **Alpharetta & Old Milton County Historical Society, Inc.**, a Georgia non-profit corporation, formerly known as Alpharetta Historical Society, Inc. (the “AOMCHS”). Alpharetta and the AOMCHS are sometimes referred to in this MOU individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City owns certain real property known to the Parties as the Mansell House (the “House”), the exterior Mansell House grounds thereto (the “House Grounds”), and the FFA Log Cabin (the “Log Cabin”); and

WHEREAS, AOMCHS owns certain historical assets known as Alpharetta & Old Milton County Historical Archives Collection (the “Archival Collection”); and

WHEREAS, by agreement of the Parties, AOMCHS currently operates within and from the House and Log Cabin; and

WHEREAS, AOMCHS wishes to continue operations from the House and Log Cabin on mutually agreeable terms and conditions as further set forth below; and

WHEREAS, the City desires to permit AOMCHS to continue operations from the House and Log Cabin on mutually agreeable terms and conditions as further set forth below.

NOW, THEREFORE, in consideration of the premises above and the promises below, the Parties mutually covenant and agree as follows:

1. Term and Termination. Unless extended in writing by agreement of the Parties or earlier terminated by the Parties, this MOU shall be effective for a term of ten (10) years, beginning on the Effective Date and running through 12:59 p.m., EDT, on the day prior to the 10th anniversary of the Effective Date (the “Term”). There will be no automatic renewal of the Term. The Term may be extended or renewed for an additional Term only upon the mutual written agreement of the Parties. Either Party may terminate this MOU without cause upon one hundred eighty (180) days' notice to the other Party. The City may terminate this MOU for cause if AOMCHS is in material breach of this MOU and does not cure such breach within thirty (30) days of receipt of notice from the City specifying the basis of such breach.
 - a. Notwithstanding the above, as the Term of this MOU is longer than one year, the Parties agree that this MOU, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on August 31 each calendar (contract) year of the Term, and further, that this MOU shall automatically renew on September 1 of each subsequent calendar (contract) year absent City's

provision of written notice of non-renewal to AOMCHS at least five (5) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this MOU, title to any supplies, materials, equipment, or other personal property shall remain in AOMCHS until fully paid for by City.

2. Grant of Usage Right. The City hereby grants to AOMCHS the non-exclusive, limited right to use the House and Log Cabin subject to the terms and conditions stated herein (the “Usage Right”), which terms and conditions include the right of the City to make use of the House, House Grounds, and/or Log Cabin, and the Alpharetta Garden Club (the “Garden Club”) to make use of the House Grounds at certain times as provided for in this MOU. Except as otherwise provided in this MOU, AOMCHS’ Usage Right is limited to public historical education, preservation, archival activities, as well as community and historical meetings, events, and special events.
3. No Leasehold Interest. While AOMCHS will be entitled to be the primary, non-exclusive physical occupier of the House and the Log Cabin, this MOU is not a lease, and it does not (and is not intended to) convey any leasehold or other property interest upon AOMCHS. At all times the House, House Grounds, and Log Cabin shall remain the sole property of the City, and AOMCHS covenants that it shall not claim, and shall be forever estopped from claiming, any ownership, leasehold, or other property interest in or to the House, House Grounds, and/or Log Cabin.
4. No Fees for Usage Right. The City will allow AOMCHS to exercise the Usage Right at no cost to AOMCHS, provided that AOMCHS abides, at all times, by the obligations and covenants of AOMCHS as set forth herein, and further provided that any AOMCHS funds received from its usage of the House and/or Log Cabin are used solely for public historical education, preservation, programing, events, gatherings and meeting purposes, or to comply with its obligations under this MOU.
5. Joint Usage.
 - a. By City and AOMCHS. Subject to reasonable coordination as to scheduling and subject to the terms and conditions of this MOU, both the City and AOMCHS will be allowed to book programs, events and gatherings at the House, House Grounds, and/or Log Cabin free of charge and without the need to contract with one another. The foregoing is not intended to, and shall not, preclude the City and/or AOMCHS from allowing third parties to hold certain “Special Events” (as defined in Section 8(c) of this MOU) at, in, or on the House, House Grounds and/or Log Cabin, including those that are of a social nature (such as, but not necessarily limited to, reunions and gatherings).
 - b. AOMCHS Programming. Subject to the terms of this MOU, AOMCHS will be the sole arbiter of its own programming of the House and/or the Log Cabin, along with the advertising, marketing, and fees for the same. AOMCHS will retain all revenue associated with its programming and will also pay for all expenses associated with these programs.

- c. City Programming. Subject to the terms of this MOU, the City will be the sole arbiter of its own programming of the House, House Grounds, and/or the Log Cabin, along with the advertising, marketing, and fees for the same. The City will retain all revenue associated with its programming and will also pay for all expenses associated with these programs. The City has a first right of refusal before all other groups for public programming on a quarterly basis coordinated with the release of the City's program guides. The City will send AOMCHS a schedule of its quarterly programs for AOMCHS to approve the dates. Once the AOMCHS approves the City's programs, the City will be permitted to advertise those programs.
 - d. Use by Garden Club. The Parties agree that the Garden Club will be entitled to use, on a reasonable periodic basis, the House and/or the House grounds, subject to schedule availability, and the AOMCHS and the City will each make reasonable efforts to permit the Garden Club access to the House or House Grounds, as applicable, subject to this MOU. Any Garden Club requests for the usage of the House will be made directly with AOMCHS. With regard to Garden Club's use of the House, AOMCHS will enter into Event Agreements (as defined in Section 8(c)(1) of this MOU) with the Garden Club regarding the terms and conditions of such usage.
6. Obligations of AOMCHS.
- a. AOMCHS Programs, Gatherings, and Events. Except as otherwise provided herein, AOMCHS will be responsible, both logistically and financially, for AOMCHS's use of the House and Log Cabin, as well as for all AOMCHS programs, gatherings, and events (including Special Events). In its sole responsibility, AOMCHS shall coordinate all aspects of any AOMCHS programs, Special Events, or AOMCHS-permitted Third Party Events (as hereinafter defined) in a timely manner, which such coordination includes, but is not limited to, contracting with third parties, event management, and provision of staff, janitorial services, trash and security services. AOMCHS will be solely liable for any AOMCHS programs, Special Events, or AOMCHS-permitted Third Party Events.
 - b. Ownership and Responsibility for Archival Collection. Subject to the terms of this MOU, AOMCHS shall own and be responsible for all historical properties associated with the Archival Collection and will be solely responsible for any agreements made with the public, or any portion thereof, for archival procedures associated with accession and deaccession of said historical properties.
 - c. AOMCHS Property. AOMCHS shall maintain and/or repair all AOMCHS property located within the House and/or Log Cabin in a timely manner and at its sole expense.
 - d. Physical and Structural Integrity of the House and Log Cabin. At no time shall the AOMCHS' use of either the House and/or Log Cabin cause any damage to, or

otherwise impair, the physical and structural integrity of either the House and/or Log Cabin. For avoidance of doubt, damage or impairment of the physical and structural integrity of either the House and/or Log Cabin shall include damages or impairments exceeding the normal wear and tear reasonable and customary to the use. Damage or impairment shall not include maintenance (as described in Section 6(e) of this MOU) or remodeling/modification (as described in Section 6(f) of this MOU), provided that such maintenance, remodeling, and/or modification are performed in compliance with the terms of this MOU.

- e. Maintenance. Excepting the minor cosmetic remodeling or modification as permitted in Section 6(f) of this MOU, AOMCHS shall coordinate with the City's designee regarding requests for all exterior and interior building maintenance and ground maintenance requests as well as work orders for the same. Normal structural repair costs are the responsibility of the City while any remodeling, historical preservation, or redecorating costs are the responsibility of AOMCHS.
- f. Remodeling/Modifications. During the term of this MOU, AOMCHS will be entitled to engage in minor cosmetic remodeling or modifications of the House and/or Log Cabin interiors. For avoidance of doubt, minor cosmetic remodeling includes items such as interior painting, non-structural art installation, refinishing of interior flooring or repairs to interior surfaces. Any remodeling or modification in excess of minor cosmetic remodeling or modifications must be pre-approved, in writing, by the City designee and may be subject to the approval/involvement of other City Departments as deemed appropriate by the City, in its sole discretion. Any remodeling or modifications to either the House and/or Log Cabin that will result in an alteration to the original historical architecture will need to go through the Historical Preservation Commission process before any such remodeling/modifications are implemented. No remodeling or modification will be permitted to the House exterior, House Grounds, or Log Cabin exterior, of any kind, without prior written approval of the City.
- g. Regular Events. AOMCHS shall have regular monthly history meetings, functions and/or educational sessions at the House, Log Cabin and/or Archival Collection and make the same open to the public, subject to reasonable restrictions of number of attendees and occupancy limits as determined by the City Fire Marshal.
- h. Recycling. AOMCHS shall set up and utilize a recycling system using City recycling containers at the House and Log Cabin and shall make reasonable efforts to ensure that all recyclable materials are placed in the recycling containers.
- i. Parking. AOMCHS will reasonably coordinate with the City for parking at the House and Log Cabin. Parking for the Log Cabin is available onsite and at the City Parking Deck located adjacent to Resthaven Cemetery. All AOMCHS events must include event information and exterior signage clearly communicating to the public about where to park. If any parking lots are utilized across any roadway, the AOMCHS must hire, at its expense, Alpharetta Department of Public Safety

("ADPS") officers to assist with traffic control and pedestrians crossing any roadway. The City will charge the ADPS' hourly rates for officers to assist in these crossings. It will be AOMCHS's responsibility to communicate these requirements to any organizer of any Third-Party Event (as defined in Section 8(c) of this MOU). All ADPS Officer involvement must be scheduled at least one month prior to the event.

- j. Regular Hours. At all times, AOMCHS shall maintain publicly advertised regular hours at the House, Log Cabin, and for access to the Archival Collection, with these hours to be listed on AOMCHS' website, detailed in AOMCHS' voicemail messaging, and displayed on signs posted at the entrance of House and Log Cabin. At a minimum, AOMCHS shall maintain regular hours of at least twenty-five (25) hours per week, but in any event a number of regular hours sufficient to ensure that the House, Log Cabin and Archival Collection can be utilized by the public for events, meetings or historic preservation efforts.
- k. Current-ness of Hours, Contact Information, and Other Public Information. AOMCHS shall keep current all House and Log Cabin hours, historical contact numbers, event contact(s) and any other public information on the AOMCHS website, voicemail, collateral and any form of public marketing. AOMCHS will promptly (within at least fourteen (14) days) inform the City when this information changes and provide updated information to the City to permit it to update the City website, collateral, and any form of public marketing. Hours will be subject to change due to holidays, programs, events, gatherings, inclement weather and any unforeseen situations.
- l. Voicemail. AOMCHS shall maintain a current voicemail at the House and Log Cabin, and shall monitor the same no less than every two (2) business days.
- m. Calendar. AOMCHS will, at all times, coordinate the usage of House and Log Cabin and will maintain a calendar to ensure all events, programs and gatherings are reserved appropriately. AOMCHS will reasonably and regularly coordinate with the City on keeping, maintaining, and sharing such calendar.
- n. Annual Report. On or before October 31 of each year, AOMCHS will provide to the City an annual report (the "Annual Report") that details how the House, Log Cabin, and Archival Collection were utilized throughout the preceding fiscal year (or portion thereof, where applicable). The Annual Report shall include, at a minimum, the dates, type of event and/or usage (separating paid and free events), and an estimated number of attendees. The Annual Report will also provide a recap of all Archival Collection projects and inquiries that supported the community and/or City.
- o. Inventory. Prior to October 1, 2023, AOMCHS shall complete and transmit to the City an inventory of all items in the House, Log Cabin and Archival Collection to identify such items as either AOMCHS property or City property (including City

Information Technology equipment marked with barcodes, furniture and other equipment). Upon receipt of each inventory, the City shall label all City property not otherwise labeled with a City barcode label. AOMCHS will provide an updated list of City and AOMCHS property annually by August 31.

7. City Obligations.

- a. City Usage of the House, House Grounds, and Log Cabin. Except as otherwise provided herein, the City will be solely responsible, both logistically and financially, for the City's usage of the House, House Grounds, and Log Cabin, as well as for all city programs, gatherings, and events (including Special Events). In its sole responsibility, the City shall coordinate all aspects of City programs, gatherings, and events, which such coordination includes, but is not limited to, contracting with third parties, event management, and provision of staff, janitorial services, trash, and security services, all in a timely manner.
- b. City Property. The City shall maintain and/or repair all City property located in the House and/or Log Cabin in a timely manner and its sole expense.
- c. Park and Building Operational Costs. The City shall be responsible for the following park and building operational costs for the House, Log Cabin and Archival Collection: utilities, dumpster services, building maintenance, and maintenance of basic park grounds (larger areas of grass, trees and bushes).
- d. City Information Technology Assistance. The City shall provide to AOMCHS reasonable information technology ("IT") assistance for Past Perfect Software, computers, copiers, and other City IT assets located within the House and/or Log Cabin. IT assistance must be requested through the City Cultural Services Manager or another City staff member designated by the City, who in turn will place a helpdesk work order. City owned property may only be updated, maintained or repaired by the City. What constitutes "reasonable" IT assistance is within the sole discretion of the City.
- e. Social Media/Marketing Collateral. If provided to the City by AOMCHS in a timely manner, the City will post public programs, public events, and public gatherings that are scheduled to occur at the House and/or Log Cabin on the City's social media outlets and/or include such programs, events, and gatherings in the City's marketing collateral. The City has the right to make minor adjustments to this information to follow City guidelines and branding. AOMCHS is responsible for sending this information to the City in a final written format with visuals for marketing.

8. Joint AOMCHS and City Obligations.

- a. Mission Statement. No later than [October 01, 2023], the City and AOMCHS shall cooperate to create a mission statement to define the long-term historical use and preservation relationships at the House and Log Cabin.
- b. Access. No later than [October 01, 2023], the City and AOMCHS shall agree upon a process that secures and permits limited access to the Log Cabin for both City and AOMCHS. The Archival Collection will only be accessible to the AOMCHS. The House will have an assigned AOMCHS member that has keys and those keys shall be used only by the designated AOMCHS member for access to the House. The City will have keys to the House and Log Cabin. Any House or Log Cabin lost keys, changes with codes or access in any way by AOMCHS or City shall be reported within 24 hours to AOMCHS and City.
- c. Special Events. The City and AOMCHS shall each be entitled to hold special events (“Special Events”), or to permit third parties to hold Special Events (a “Third-Party Event”), at the House, the House Grounds and/or Log Cabin, subject to the terms of this MOU (and reference is made to Section 5(a)). For AOMCHS-permitted Third-Party Events, AOMCHS will be entitled to determine the fee charged for such Third-Party Event, but the fee to be charged will be subject to prior written approval of the City, which approval shall not unreasonably be withheld.
 - i. Third-Party Event Agreements. For all Third-Party Events, AOMCHS will enter into an event agreement (“Event Agreement”) with the third party outlining the scope of the Third-Party Event (including whether the Third-Party Event is to occur at the House and/or Log Cabin), the date and time of the Third-Party Event, the fee to be paid, and the terms and conditions of the third party’s usage of the House and/or Log Cabin. All Event Agreements must include obligations of the third party or parties not to cause any damage the House and/or Log Cabin (including any exterior grounds appurtenant thereto), requirements of appropriate event insurance (including, if applicable, alcoholic beverage insurance coverage/endorsements), and indemnification of AOMCHS and the City for any claims that may or could arise out of the Third-Party Event. The Event Agreement must also detail the division of responsibility between the AOMCHS and the Third-Party for parking coordination (including the hiring of ADPS officers to escort event attendees across streets), security, event setup, takedown, and any associated clean-up or janitorial service. The Event Agreement shall not relieve the AOMCHS of any of its obligations to the City under this MOU including, but not limited to, the AOMCHS’ indemnity obligations.
 - ii. Alcohol Permitted. Alcohol is permitted to be served at Special Events and Third-Party Events at the House, the House Grounds, and/or Log Cabin, but only after AOMCHS and/or the Third-Party Event sponsor has applied for and been issued the appropriate City and State of Georgia alcoholic

beverage license and/or serving permit. The application for a city alcoholic beverage license shall be submitted at least thirty (30) days in advance of the event. The AOMCHS and/or any Third-Party Event sponsor must comply, at all times, with the City's alcohol ordinance and any Georgia law regarding alcoholic beverages. At its sole option, the City may require the AOMCHS and/or a Third-Party Event sponsor to provide on-site security during events where alcoholic beverages are offered.

- d. Supplies and Supply Cost. AOMCHS and City shall each pay for its own supplies associated with programs, events, gathering at House and Log Cabin to include but not necessarily limited to basic office equipment, supplies (such as soap, bath tissue, paper towels, cleaning products, office paper, etc.). All supplies will have designated separate storage areas in House and Log Cabin to be labeled AOMCHS or City. AOMCHS will create these designated spaces and notify the City of their locations.
- e. Thermostat. AOMCHS and the City shall each ensure that, upon leaving the House and/or Log Cabin, the thermostat shall be set to create an energy-efficient building. During warm months (May - September) thermostat it shall be set at 72 degrees, and during cool months (October - April) at 68 degrees.
- f. Janitorial Services. AOMCHS and City shall each provide basic janitorial services, each at their own expense, immediately following their own programs, events and gatherings. These include but are not limited to removal of trash inside and around the grounds, breakdown of tables and chairs, and vacuuming or sweeping so the House and Log Cabin are immediately presentable following the conclusion of such event or gathering. AOMCHS and City shall each provide additional janitorial services, as needed and also each at their own expense, when the impact of such program, event or gathering requires extra cleaning. At their own expense, AOMCHS and City shall each provide one annual professionally contracted deep clean of the House and Log Cabin (for a total of two annually). The AOMCHS and City shall coordinate on scheduling these professionally contracted deep cleans. The interior spaces of the House and Log Cabin shall be subject to inspection by the City at least monthly to determine if any outstanding AOMCHS janitorial/cleaning items need to be addressed. Such identified items shall be addressed by AOMCHS immediately unless otherwise agreed by the City.

9. Insurance.

- a. Generally. AOMCHS shall obtain and shall continuously maintain during the term of this MOU insurance of the kind and in the minimum amounts as follows:
 - i. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of AOMCHS. The policy shall include coverage for bodily injury, broad

form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a ‘severability of interests’ (or equivalent) provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties. To the extent that alcohol will be served at any Special Events or AOMCHS-permitted Third-Party Events, the AOMCHS will obtain liquor liability insurance coverage and/or endorsements and will require all Third-Party Event holders and vendors to obtain similar coverage.

- ii. Commercial Property Coverage insuring all AOMCHS property at or within the House, House Grounds, and/or Log Cabin (including the Archival Collection), in a minimum amount of Two Hundred Thousand Dollars (\$100,000), or in such amount sufficient to insure all AOMCHS property in replacement amounts, whichever is greater.
 - iii. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.
- b. Requirements of Insurance. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best’s Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by AOMCHS. Proof of required insurance shall be maintained in all motor vehicles insured in accordance with the provisions of this MOU. AOMCHS will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and AOMCHS waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.
- c. Failure to Obtain or Maintain Insurance. AOMCHS’ failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims or demands by or against, or other obligations of AOMCHS arising from performance or non-performance of this MOU. Failure on the part of the AOMCHS to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this MOU. While AOMCHS will be permitted an opportunity to cure such breach as provided for in Section 1 of this MOU, during the thirty (30) day cure period and until such time as AOMCHS obtains the required insurance, the City may, at its sole option, require that the House and Log Cabin be closed; that

no events, Special Events, of Third-Party Events take place; and that no AOMCHS personnel or volunteers be permitted on the premises.

- d. Insurance Certificates. AOMCHS shall provide proof of required insurance to the City on an annual basis.
 - e. Other Insurance. AOMCHS shall maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.
10. Indemnification. AOMCHS shall, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages (“Claims”) of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to AOMCHS’, or its officers’, agents’, employees’ or subcontractors’, performance or non-performance of this MOU provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this MOU shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. This indemnity obligation extends to any claims related to or damages arising out of or a result of any use of the House, the House Grounds, and/or the Log Cabin, including but not limited to any Special Event or Third-Party Event, and in no event shall an Event Agreement be deemed to relieve AOMCHS of this indemnity obligation.

11. Miscellaneous Provisions.

- a. Entire Agreement. This MOU constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, with respect to such subject matter.
- b. Governing Law; Submission to Jurisdiction; Selection of Forum. This MOU shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction and venue in the Superior Court of Fulton County, Georgia.
- c. Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service or (iii) when received if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

i. If to AOMCHS:

Alpharetta Old Milton County Historical Society
President
1835 Old Milton Parkway
Alpharetta, GA 30009

ii. If to City, to:

City of Alpharetta
Alpharetta City Administrator
Alpharetta City Hall
2 Park Plaza
Alpharetta, Georgia 30009

With a copy (which shall not constitute notice) to:

City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

or to such other persons or addresses as may be designated in writing by the Party to receive such notice as provided above.

- d. Parties in Interest; Assignment. This MOU is binding upon and is for the benefit of the Parties hereto, and the Parties agree that there are no third-party beneficiaries to this MOU (and the Parties do not intend as such). Subject to the terms of this MOU, AOMCHS may not assign this MOU, or any portion or obligation thereof, to any person or entity absent the prior express written consent of the City.
- e. Amendment; Waiver. Any provision of this MOU may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- f. Captions. The article, section and paragraph captions herein for convenience of reference only, do not constitute part of this MOU and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered articles or sections are to articles and sections of this MOU.

- g. Severability. If any provision of this MOU or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. If the economic or legal substance of the transactions contemplated hereby is affected in any manner adverse to any party as a result thereof, the Parties will negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.
- h. Counterparts. This MOU may be executed in separate counterparts (including by facsimile or electronic delivery), each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

[signatures on following page]

IN WITNESS WHEREOF, each person executing this MOU represents that they have the lawful authority to make and enter into this MOU on behalf of their respective entity.

**ALPHARETTA &
OLD MILTON COUNTY
HISTORICAL SOCIETY, INC.**

By: _____

Printed Name: Ed Malowney

Title: AOMCHS President

ATTEST:

By: _____

Printed Name: Jackie Wade Angel

Title: AOMCHS Corporate Secretary

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

ATTEST:

By: _____
City Clerk

Approved as to content:

Morgan Rogers, Director of Recreation, Parks
and Cultural Services

Approved as to form:

City Attorney